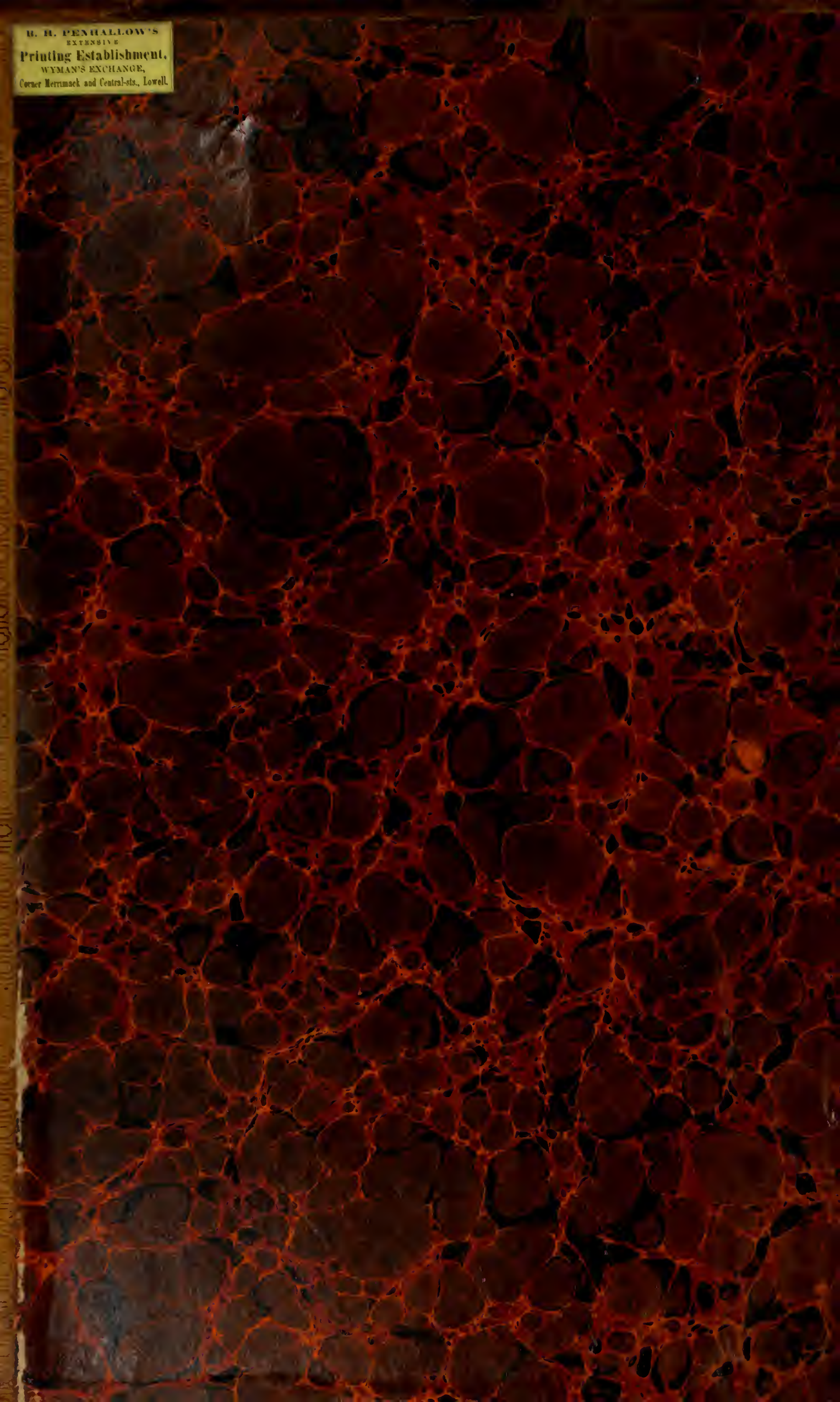
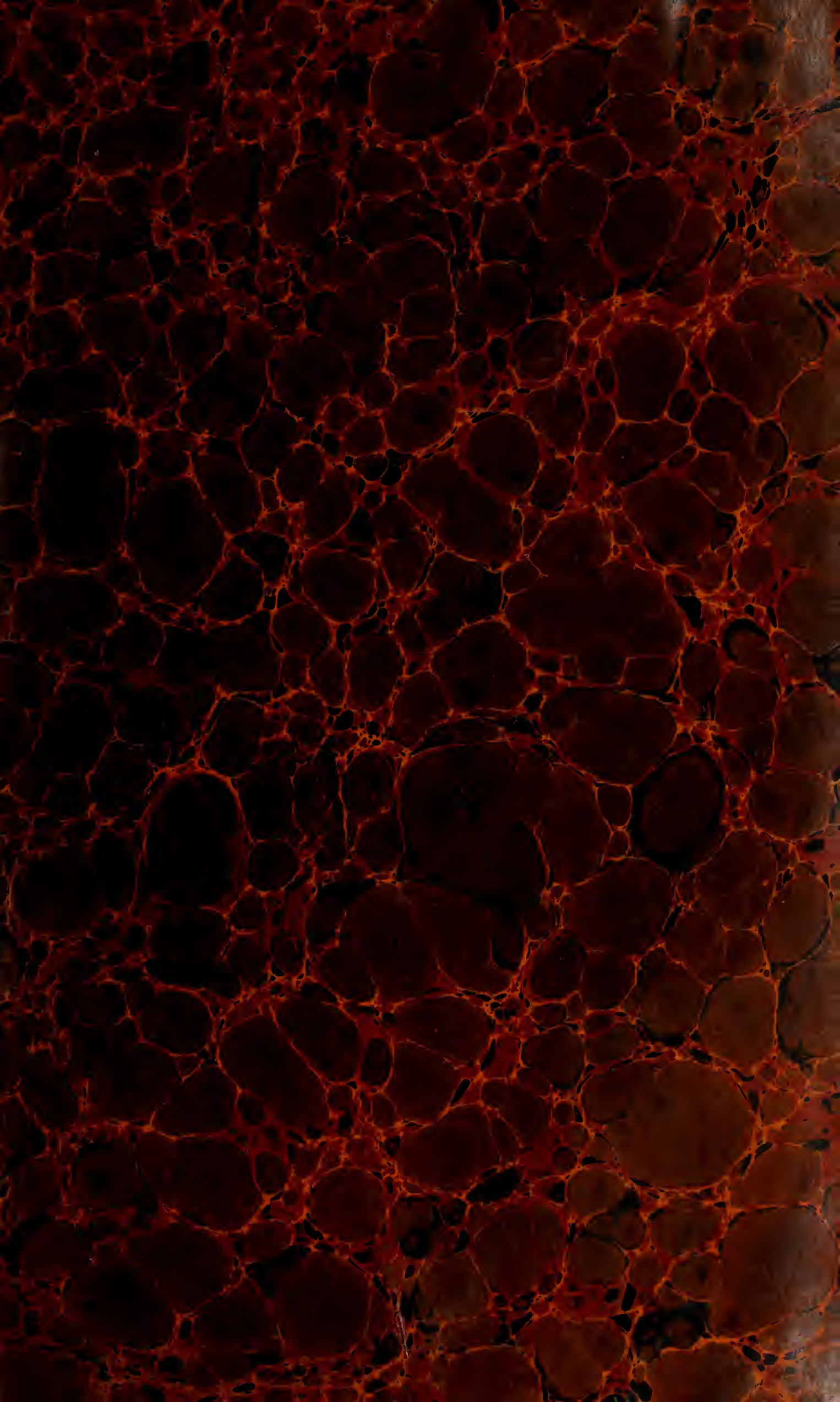
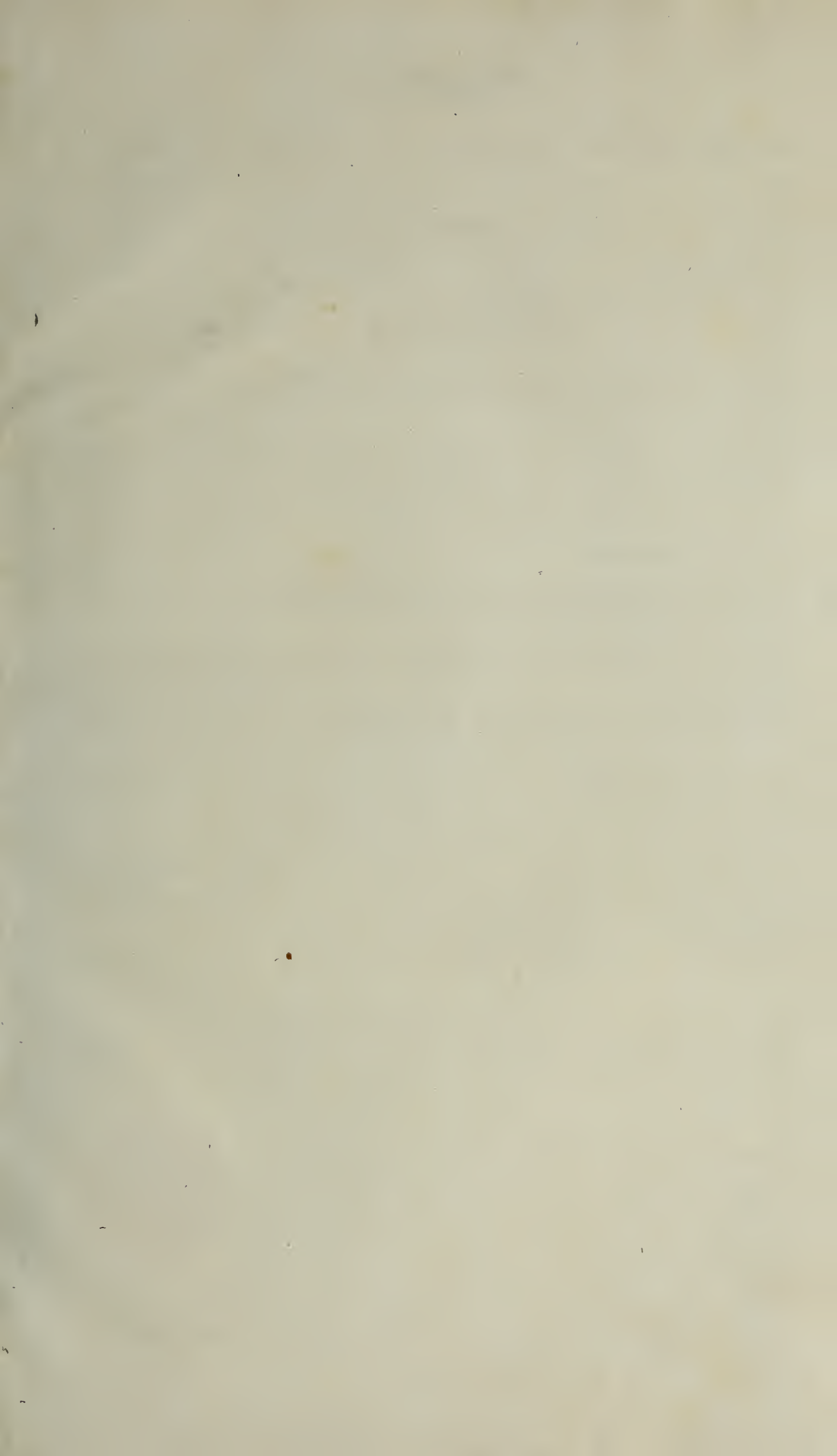


BOX # 2 DEEDS BY YEAR 1864 TO 1879

U. H. PENHALLOW'S
EXTENSIVE
Printing Establishment.
WYMAN'S EXCHANGE,
Corner Merrimack and Central-sts., Lowell.







*200 feet 34 in. included in this lot by Special arrangement with Committee
Name Bancroft erroneously written - This lot is divided 19 Ebenezer Bancroft & Co*
Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty five* dollars
paid to them by *Ebenezer Bancroft* of *Lawrence* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Bancroft*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Washington Avenue* and numbered
Sixteen hundred six on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *Five hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Bancroft* and *his*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Bancroft and *his* heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said *Bancroft* for the purposes above expressed; and
that they will warrant and defend the same unto the said *Bancroft* and *his*
heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the *Twenty seventh* day of *October* in the year of our Lord one
thousand eight hundred and *twenty four*



Oliver W. Whipple President.
John F. Rogers Clerk.

Executed and delivered in presence of

Wm. Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty five* dollars paid to them by *Charles J. Seale* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Seale* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Ten* and numbered *Five hundred forty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Seale and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Seale and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Seale* for the purposes above expressed; and that they will warrant and defend the same unto the said *Seale and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *third* day of *November* in the year of our Lord one thousand eight hundred and *forty four*.



Oliver W. Whipple President.

Samuel F. Rogers Clerk.

Executed and delivered in presence of

57- Stamp

Samuel H. Hough

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Jabez Edwards* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Edwards* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Fifty Six* and numbered *Three hundred Fifty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Edwards and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Edwards and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Edwards* for the purposes above expressed; and that they will warrant and defend the same unto the said *Edwards and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventh* day of *November* in the year of our Lord one thousand eight hundred and *Sixty four*



Oliver W. Whipple President.

John T. Torgas Clerk.

Executed and delivered in presence of

571 Stamp

W. H. Smith

(Certificate)

No. 869

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *John Buttrick* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Buttrick* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number Ten* and numbered *Eight hundred Sixty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Buttrick and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Buttrick and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Buttrick* for the purposes above expressed; and that they will warrant and defend the same unto the said *Buttrick and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty four*



Oliver W. Shippey President.

John F. Hayes Clerk.

Executed and delivered in presence of *Jas. L. Tracy*

No. 1/52

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Henry Wilkins & William A. Wright of Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wilkins and Wright* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty two* and numbered *Seventeen hundred fifty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Wilkins and Wright their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *5* *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wilkins & Wright their* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wilkins & Wright* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wilkins & Wright their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty first* day of *November* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver M. Phillips President.
John F. Rogers Clerk.

Executed and delivered in presence of

570 Stamp

John S. Hony

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Johna Mather* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Mather* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Ten hundred seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Mather and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Mather and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Mather* for the purposes above expressed; and that they will warrant and defend the same unto the said *Mather and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty four* day of *November* in the year of our Lord one thousand eight hundred and *sixty four*



Oliver M. Phillips President.
John T. Rogers Clerk.

Executed and delivered in presence of

John T. Rogers
John T. Rogers

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *W. E. Pearson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Pearson* and *heirs* and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Cheshire Avenue* and numbered *Thirteen hundred Eighty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees *heirs* and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Pearson and their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & *heir* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Pearson and their* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Pearson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Pearson and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty fifth* day of *November* in the year of our Lord one thousand eight hundred and *Twenty four*



Oliver M. Whipple President.

John T. Rogers Clerk.

Executed and delivered in presence of

W. Stamp

W. Stamp

No. 162

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Charles H. Dalton* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Dalton* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number fifty three* and numbered *Sixteen hundred thirty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Dalton and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *this* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dalton and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dalton* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dalton and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty Eighth* day of *November* in the year of our Lord one thousand eight hundred and *Eighty four*



Oliver M. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

John J. Hovey
John J. Hovey

No. 1578

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Charles E. Ricker* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Ricker* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred seventy eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Ricker and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Ricker and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Ricker* for the purposes above expressed; and that they will warrant and defend the same unto the said *Ricker and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *December* in the year of our Lord one thousand eight hundred and *ninety four*



Chas. M. Whipple President.
John F. Verrill Clerk.

Executed and delivered in presence of

571 Stamp

Wm. J. Hovey

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Helen Lamb* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Helen* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path number ten* and numbered *Three hundred thirty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Helen and her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Helen and her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Helen* for the purposes above expressed; and that they will warrant and defend the same unto the said *Helen and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Thirty five* day of *December* in the year of our Lord one thousand eight hundred and *Eighty four*



Oliver W. Whipple President.

John F. Rogers Clerk.

Executed and delivered in presence of

5th Stamp

Jan S. Hony

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *one hundred* dollars paid to them by *William Livingston* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Livingston* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Two hundred* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Livingston and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Livingston and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Livingston* for the purposes above expressed; and that they will warrant and defend the same unto the said *Livingston and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty first* day of *December* in the year of our Lord one thousand eight hundred and *Eighty four*



Oliver M. Whipple President.

John F. Hayes Clerk.

Executed and delivered in presence of

50c Stamp

Just S. Gray

No. 704

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Dana Kimball* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Kimball* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Belk No. 10* and numbered *seven hundred and twenty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Kimball* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Kimball & his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Kimball and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Kimball* for the purposes above expressed; and that they will warrant and defend the same unto the said *Kimball & his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty seventh* day of *March* in the year of our Lord one thousand eight hundred and *sixty five*



Oliver H. Apple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

W. H. F. Jones

Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Benjamin L. Willoughby* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Willoughby* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *fifteen hundred and three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Willoughby and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Willoughby and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Willoughby* for the purposes above expressed; and that they will warrant and defend the same unto the said *Willoughby and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *April* in the year of our Lord one thousand eight hundred and *sixty five*.



Oliver W. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *B. F. J. Pease*
Stamp

13

Know all Men by these Presents, That
I Oliver M. Whipple, of Lowell in the County of Middlesex and Commonwealth of Massachusetts

In consideration of Five hundred nineteen $\frac{7}{100}$ Dollars to me

paid by Josiah Gates of said Lowell

the receipt whereof is hereby acknowledged, do hereby give, grant, sell and convey, unto the

said Gates a certain Parcel of land situate in ^{Lowell} ~~Lowell~~ in said County, thus described, viz: Beginning at the Northwesterly corner thereof at the corner of the wall and at land recently conveyed by me to said Gates, thence along the wall on the Northerly side of a pass way N. $86\frac{3}{4}^{\circ}$ E. about three hundred and thirty six feet; thence on the wall N. 67° E. about thirty one feet; thence N. 9° W. on the wall and on land sold to said Gates abovesaid about four hundred and thirty three feet; thence N. 84° W. still on the wall on my land about one hundred thirty seven feet; thence on the wall and along my land S. $17\frac{1}{2}^{\circ}$ W. about four hundred twenty four $\frac{1}{2}$ feet; thence still on the wall and my land S. $16\frac{1}{4}^{\circ}$ W. about seventy feet to the point of beginning. Containing two acres and 2609 square feet, more or less.

To Have and to Hold the above granted Premises, to the said Gates, his

and behoof forever.

Heirs and Assigns, to his & their use

And the said *Oliver M. Whipple*

for *my self, my* Heirs, Executors, and Administrators, do covenant with
the said *Gates, his*

Heirs and Assigns, that *I am* lawfully seized in fee of the afore-granted Premises; that
they are free from all encumbrances;

that *I* have good right to sell and convey the same to the said *Gates*

and that *I* will, and *my* Heirs, Executors,
and Administrators shall WARRANT AND DEFEND the same to the said *Gates*

his Heirs and Assigns forever, as against the lawful
claims and demands of all persons.

In Witness Whereof, we the said *Oliver M. Whipple, and Sarah R.*
his wife, in token of her release of all claim of dower
in the premises and in release of all homestead exemption

have hereunto set our hands and seals this *thirtieth* day of *June*
in the year of our Lord eighteen hundred and *fifty seven*.

Executed and Delivered in Presence of us:

L. J. R. Whipple

Susan E. Hutchinson

Oliver M. Whipple

Sarah R. Whipple

Commonwealth of Massachusetts.

Middlesex, ss.

July 14th 18 *57* Then personally appeared the above named
Oliver M. Whipple and acknowledged
the above named instrument to be *his* free act and deed.

Before me,

E. L. Sherman

Justice of the Peace.

Recorded at Lowell, N.H.
18, 1857, with Middlesex Co. Deeds
North District. Books 11 Pages 31
413. Mink's Register.

Whipple to Gates.
June 20, 1877

July 18, 9 Ann. Fund

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Seventy* dollars
 paid to them by *Alfred W. Chase* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Chase*
 and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Franklin Avenue* and numbered
One hundred and fifty five and six on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *Chase* heirs
 and assigns at all seasonable times. The said lot of land containing *six hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Chase and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Chase and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Chase* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Chase and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *Sixth* day of *April* in the year of our Lord one
 thousand eight hundred and *sixty five*.



Oliver B. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*

Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Charles W. Billings* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Billings* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Three hundred and Sixty Six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Billings* and *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Billings and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *Billings* and *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Billings and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Billings* for the purposes above expressed; and that they will warrant and defend the same unto the said *Billings and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twelfth* day of *April* in the year of our Lord one thousand eight hundred and *Sixty five*.



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

No. 564

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Royal S. Mason* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Mason* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Five hundred and sixty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Mason and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Mason and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Mason* for the purposes above expressed; and that they will warrant and defend the same unto the said *Mason and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twelfth* day of *April* in the year of our Lord one thousand eight hundred and *sixty five*.



Oliver B. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman*
Stamps

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *B. C. Patchelder* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Patchelder* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 53* and numbered *Eighteen hundred & thirty-three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Patchelder & his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee beirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Patchelder & his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Patchelder* for the purposes above expressed; and that they will warrant and defend the same unto the said *Patchelder & his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *April* in the year of our Lord one thousand eight hundred and *sixty-five*



Oliver W. Whipple President.
Alfred Gilman Clerk.

Executed and delivered in presence of

B. F. J. Perry

Thompson

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty-four* dollars paid to them by *Jessie M. Bean* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Bean* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *six hundred and seventy six* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Bean and her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bean and her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bean* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bean and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifth* day of *May* in the year of our Lord one thousand eight hundred and *sixty five*.



Olive M. Whipple,

President.

Alfred Gilman,

Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty* dollars
paid to them by *Francis S. Perkins* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Perkins*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Washington Avenue* and numbered
fifteen hundred five and six on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *Perkins* heirs
and assigns at all seasonable times. The said lot of land containing *six hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Perkins and his*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Perkins and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said *Perkins* for the purposes above expressed; and
that they will warrant and defend the same unto the said *Perkins and his*
heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the *twenty second* day of *May* in the year of our Lord one
thousand eight hundred and *sixty five*



William H. Mapple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of



[The text in this section is extremely faint and illegible, appearing as light gray shapes against the cream-colored background.]



Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Charles E. Halliwell* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Halliwell*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
fifteen hundred and four on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *His* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Halliwell & his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Halliwell and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Halliwell* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Halliwell and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the _____ day of _____ in the year of our Lord one
 thousand eight hundred and *sixty five*



Oliver H. Hupp President.

Alfred Gilman Clerk.

Executed and delivered in presence of

Alfred Gilman, Jr.

Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Levi Edgell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Edgell* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *fifteen hundred and seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Edgell and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Edgell and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Edgell* for the purposes above expressed; and that they will warrant and defend the same unto the said *Edgell and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty second* day of *May* in the year of our Lord one thousand eight hundred and *sixty five*



Oliver W. Mappin

President.

Alfred Guinn

Clerk.

Executed and delivered in presence of

B. F. J. Fenner

Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *J. C. Hall* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hall* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Four hundred & forty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Hall* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Hall and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deem to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hall and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hall* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hall and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty second* day of *May* in the year of our Lord one thousand eight hundred and *sixty five*.



C. H. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

Alfred Gilman, Jr.

Stamp

No. 1887/189

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Twenty* dollars paid to them by *Thomas Talbot* of *Millerton* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Talbot* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *One hundred Eighty eight & nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Six hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Talbot and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Talbot and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Talbot* for the purposes above expressed; and that they will warrant and defend the same unto the said *Talbot & his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *May* in the year of our Lord one thousand eight hundred and *sixty-five*.



C. M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *L. L. Colby*
Hamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Charles J. Goddard* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Goddard*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path No. 64* and numbered
fifteen hundred & ninety on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Goddard & his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Goddard and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Goddard* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Goddard and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *seventh* day of *June* in the year of our Lord one
 thousand eight hundred and *sixty five*



Oliver W. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman Jr.*

Stamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Josiah Corner* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Corner*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
One thousand and six on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Corner and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Corner and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Corner* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Corner and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *thirteenth* day of *June* in the year of our Lord one
 thousand eight hundred and *Sixty five*.



Oliver B. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *B. G. Thompson*
Stamp

No.

A Space

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *W. H. Barnes* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Barnes*, and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the ~~way called~~ *corner of Oberlin & Howard Avenues* and numbered *called a space* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Barnes & his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Barnes and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Barnes* for the purposes above expressed; and that they will warrant and defend the same unto the said *Barnes and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty eighth* day of *June* in the year of our Lord one thousand eight hundred and *sixty five*.



Oliver W. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

No.

A. Space.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *forty six and 67/100* dollars paid to them by *W. W. Barnes* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Barnes* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the ~~way called~~ *corner of Charles & Howard Avenues* and ~~numbered~~ *called a space* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *four hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Barnes and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Barnes and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Barnes* for the purposes above expressed; and that they will warrant and defend the same unto the said *Barnes and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty eighth* day of *June* in the year of our Lord one thousand eight hundred and *sixty five*.



C. M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*

Stamp

No.

A. Space

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of ^{Fifty} dollars paid to them by *Wiram Parker* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Parker* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *a Space in rear of Lot 268* and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Parker and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Parker and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Parker* for the purposes above expressed; and that they will warrant and defend the same unto the said *Parker and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *August* in the year of our Lord one thousand eight hundred and *sixty-five*



O. M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamps

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Thomas Talbot* of *William* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Talbot* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *One hundred & eighty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Talbot and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Talbot and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Talbot* for the purposes above expressed; and that they will warrant and defend the same unto the said *Talbot and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *August* in the year of our Lord one thousand eight hundred and *sixty five*



C. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty five* dollars paid to them by *Gilbert S. Williams* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Williams* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *One hundred & twenty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Williams and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Williams and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Williams and his* heirs and assigns for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *day of* in the year of our Lord one thousand eight hundred and



O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*

Wm. H. H. H.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *fifty two* ⁵⁰⁰ dollars paid to them by *Edwin Lanson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lanson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *five hundred & eighty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *four hundred & fifty* superficial square feet.

To have and to hold the afore-granted premises unto the said *Lanson and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lanson and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lanson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lanson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *August* in the year of our Lord one thousand eight hundred and *sixty-five*.



C. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *True Wing* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wing* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path forty nine* and numbered *Fifteen hundred twenty two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Wing and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wing and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wing* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wing and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty first* day of *August* in the year of our Lord one thousand eight hundred and



O. M. Whipple, President.
Alfred Gilman, Clerk.

Executed and delivered in presence of *G. B. Thompson*
Stamp.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *John C. McLennan* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *McLennan*
 and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path 36* and numbered
eight hundred eighteen on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *McLennan* *his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
McLennan *his* heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *McLennan* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *McLennan* *his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *Fourth* day of *September* in the year of our Lord one
 thousand eight hundred and *sixty five*.



O. M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Jeremiah S. Folsom* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Folsom* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path 36* and numbered *eight hundred & twenty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Folsom & his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Folsom and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Folsom* for the purposes above expressed; and that they will warrant and defend the same unto the said *Folsom and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourth* day of *September* in the year of our Lord one thousand eight hundred and *sixty five*



C. M. Whipple President.
Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman Jr.*

Stamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty-five* dollars
 paid to them by *John H. McAlvin* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *McAlvin*
 and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Franklin Avenue* and numbered
One hundred & twenty-three on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *McAlvin and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
McAlvin and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *McAlvin* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *McAlvin and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *fourth* day of *September* in the year of our Lord one
 thousand eight hundred and *sixty-five*.



Oliver M. Whipple President.
Alfred Gilman Clerk.

Executed and delivered in presence of

Wm. H. Thompson

Space in rear of

No. 381

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *eleven* ^{67/100} dollars paid to them by *Mrs. Lucretia L. Keith* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Keith* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *a Space in rear of lot 381, Path No. 8* ~~and numbered~~ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *One hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Keith and her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Keith and her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Keith* for the purposes above expressed; and that they will warrant and defend the same unto the said *Keith and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourth* day of *September* in the year of our Lord one thousand eight hundred and *sixty five*.



Oliver M. Wipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

Stamp.

Wm. M. Smith

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Augustus G. Prescott* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Prescott* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Forty eight* and numbered *Fifteen hundred Ninety seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Prescott and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Prescott and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Prescott* for the purposes above expressed; and that they will warrant and defend the same unto the said *Prescott and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifteenth* day of *September* in the year of our Lord one thousand eight hundred and *sixty five*.



C. M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*

Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *Amos Bailey* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Bailey* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path Thirty-seven* and numbered *Eight-hundred and twenty-five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Bailey and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bailey and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bailey* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bailey and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty seventh* day of *September* in the year of our Lord one thousand eight hundred and *sixty five*.



C. H. Whipple

President.

Alfred Gilman

Clerk.

Executed and delivered in presence of

J. F. J. Fenner

Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Charles J. Adams* of *Cambridge* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Adams* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *nearly nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Adams & his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Adams & his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Adams* for the purposes above expressed; and that they will warrant and defend the same unto the said *Adams & his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty third* day of *October* in the year of our Lord one thousand eight hundred and *sixty five*.



C. H. Whipple

President.

Alfred Gilman

Clerk.

Executed and delivered in presence of

Alfred Gilman, Jr.

Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Henry W. Derby* of *Hitchburg* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Derby* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *One hundred* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Derby and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Derby and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Derby* for the purposes above expressed; and that they will warrant and defend the same unto the said *Derby and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *eighth* day of *November* in the year of our Lord one thousand eight hundred and *sixty five*



C. M. Whipple

President.

Alfred Gilman

Clerk.

Executed and delivered in presence of

Stamp

Alfred Gilman Jr.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Elias Burns* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Burns* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Latter No. Nine & Ten* and numbered *five hundred & forty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Burns and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Burns and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Burns* for the purposes above expressed; and that they will warrant and defend the same unto the said *Burns and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *eight* day of *November* in the year of our Lord one thousand eight hundred and *sixty five*.



O. M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *C. S. Robinson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Robinson* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *thirteen hundred & twenty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Robinson & his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Robinson and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Robinson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Robinson and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twentieth* day of *November* in the year of our Lord one thousand eight hundred and *sixty five*.



C. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Stamp

J. H. J. J. J. J.

THE [illegible]

[The following text is extremely faint and largely illegible due to the quality of the scan. It appears to be a formal document or report, possibly containing a title, a list of items, and several paragraphs of text. Some words like "and", "the", "of", and "is" are faintly visible.]



Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty-five* dollars
 paid to them by *Andrew Liddell* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Liddell*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *South No. Fifty* and numbered
Three hundred & fourteen on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Liddell and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Liddell and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Liddell* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Liddell and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *Fifth* day of *December* in the year of our Lord one
 thousand eight hundred and *sixty-five*.



Oliver H. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

Lot no 1397

One Lot.

LOWELL CEMETERY.

10 Dollars.

THIS CERTIFIES, That *Henry Reed* has paid ten dollars for one lot in the Lowell Cemetery, to contain three hundred square feet. This certificate to be transferable by endorsement, and the holder thereof to receive upon its surrender to the Trustees of the Cemetery, so soon as they are prepared to give it, a deed of the lot which the payor hereof may be entitled to, according to the original subscription for lots.

Said deed to contain, in addition to the provisions in deeds of lots in Mount Auburn Cemetery so far as the same may be applicable to the present purpose, the further provisions, 1st, That no assessment of any description shall ever be laid upon said lot; and 2d, That the Trustees may deed to the city of Lowell such portion of the Cemetery, not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon, by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery. The city becoming proprietor of its portion on the same terms and conditions, except as to the price and quantity of land deeded, as the city of Salem became proprietor of its lots in the Salem Cemetery.

Lowell, October

1840.

Ja. H. Barny
Treasurer.

Receipt for one Lot
in Fossil Cemetery

For ascertaining the Number of
this Lot, reference can be made
to the Records of the Treasurer of
the Cemetery. - J. E. Curney, Jr.
to my Deed of Sale when obtained
June 10. 1865

A. Reel

Dec 9. 1865. Received a Deed of Lot No 1397,
which is given by Alfred Colman the present
owner, to which deed reference can be had.

of the LOWELL CEMETERY, in consideration of *ten* dollars
paid to them by *Henry Wood* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wood*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Whittemore Avenue* and numbered
thirteen hundred twenty-seven on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *three hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Head and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead ; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Heard & his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Heard* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Heard and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *ninth* day of *December* in the year of our Lord one thousand eight hundred and *sixty-five*.



Oliver H. Mappin President.

e Alfred Schuman Clerk.

Executed and delivered in presence of Harry Heade.

Theophilus Bissant of the
 South Cemetery. Died Jan
 21 1897 in South Cemetery.
 Dec 9. 1865

No. 1397

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of paid to them by *Henry Head* of *Lowell* dollars of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Head* the receipt and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called _____ and numbered _____ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing _____ superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said _____ for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the _____ day of _____ in the year of our Lord one thousand eight hundred and _____



O. M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Henry Head*
Stump

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Mrs. Abby C. Burbank* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Burbank*
 and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Latte 36* and numbered
eight hundred & twenty eight on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Burbank and her*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Burbank and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Burbank* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Burbank and her*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *twenty eighth* day of *Decr* in the year of our Lord one
 thousand eight hundred and *sixty five*.



O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Staup

Alfred Gilman Jr.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Mrs. Lydia Davis* of *P. Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Davis*,
 and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Lathe No. 96* and numbered
eight hundred & nineteen on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Davis and her*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Davis and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Davis* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Davis and her*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *seventeenth* day of *February* in the year of our Lord one
 thousand eight hundred and *sixty six*



C. M. Whipple President.

Alfred G. Gannett Clerk.

Executed and delivered in presence of *Alfred G. Gannett, Jr.*

Stamp



THE [illegible] OF [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

*A Grace adjoining Lot No. 47, on Path No. Twenty Four, it being
at the date of this deed, enclosed with Lot*

No. 47

Know all Men by these Presents, That the Proprietors
of the LOWELL CEMETERY, in consideration of *forty three and 4/100* dollars
paid to them by *Oliver E. Cushing* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Cushing*
and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Path No. Twenty Four* and numbered
called a Grace adjoining Lot No. 47 on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *three hundred & seventy two one half*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Cushing and his*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *and his*
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Cushing and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said *Cushing* for the purposes above expressed; and
that they will warrant and defend the same unto the said *Cushing and his*
heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the *twenty fourth* day of *February* in the year of our Lord one
thousand eight hundred and *sixty six*



Oliver E. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *John M. Levey* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Levey*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
One thousand & four on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Levey and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Levey and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Levey* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Levey and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *ninth* day of *April* in the year of our Lord one
 thousand eight hundred and *sixty six*



C. M. Whipple President.
Alfred Gilman, Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stump

A. Lot belonging to O. H. Whipple

No. 764

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Calvin Sawtell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Sawtell* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *Seven hundred & sixty four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Sawtell & his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sawtell and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sawtell* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sawtell and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *ninth* day of *April* in the year of our Lord one thousand eight hundred and *sixty six*



Oliver H. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

Alfred Gilman, Jr.

Stamp

No. 1524

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Mrs. Fanny Sweetser* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Sweetser* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *fifteen hundred & twenty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Sweetser and her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sweetser and her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sweetser* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sweetser and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *April* in the year of our Lord one thousand eight hundred and *Sixty Six*.



Oliver W. Whipple President.
Alfred Gilman, Clerk.

Executed and delivered in presence of

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Henry C. Howe* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Howe* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *five hundred & eighty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Howe and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Howe and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Howe* for the purposes above expressed; and that they will warrant and defend the same unto the said *Howe and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *seventeenth* day of *April* in the year of our Lord one thousand eight hundred and *sixty six*



Oliver W. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*

Stamp.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *William Dobbins* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Dobbins* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path 49* and numbered *fifteen hundred & seventy-two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Dobbins and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dobbins and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dobbins* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dobbins and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *seventeenth* day of *April* in the year of our Lord one thousand eight hundred and *sixty six*.



C. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *Alfred Gilman Jr.*
Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Eben Mosher* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Mosher* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Howard Avenue* and numbered *Eight hundred Ninety seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Mosher and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Mosher and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Mosher* for the purposes above expressed; and that they will warrant and defend the same unto the said *Mosher and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *seventeenth* day of *April* in the year of our Lord one thousand eight hundred and *sixty six*.



Oliver M. Whipple President.

Alfred Guman Clerk.

Executed and delivered in presence of *G. B. Thompson*

Hamp.

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
5408 S. DICKINSON DRIVE
CHICAGO, ILL. 60637
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TEL: (312) 937-1234
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E-MAIL: chem@uchicago.edu
WWW: www.uchicago.edu/chem



Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Mrs. Sarah H. Snow* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Snow* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. Fifty-Two* and numbered *Sixteen hundred & fifty-one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Snow and her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Snow and her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Snow* for the purposes above expressed; and that they will warrant and defend the same unto the said *Snow and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventeenth* day of *April* in the year of our Lord one thousand eight hundred and *Sixty Six*.



Oliver H. Knapp President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Stephen Butter* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Butter* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Fifteen hundred & eighty one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Butter and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Butter and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Butter* for the purposes above expressed; and that they will warrant and defend the same unto the said *Butter and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *April* in the year of our Lord one thousand eight hundred and *sixty six*.



Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamps

Space adjoining Lot

No. 1384

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *George M. Walker* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Walker* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* *adjoining lot* and numbered *Fifteen hundred Eighty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Walker and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Walker and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Walker* for the purposes above expressed; and that they will warrant and defend the same unto the said *Walker and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *April* in the year of our Lord one thousand eight hundred and *sixty six*



Olive M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Stamp

Alfred Gilman Jr.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Eden B. Foster* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Foster* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 15* and numbered *One hundred & fifty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Foster and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Foster and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Foster* for the purposes above expressed; and that they will warrant and defend the same unto the said *Foster and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *thirtieth* day of *April* in the year of our Lord one thousand eight hundred and



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Leonard & Wm. J. Brown* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Brown*
 and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Franklin Avenue* and numbered
One hundred & twenty two on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantees *their* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Brown and their*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *and their*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Brown and their heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Brown* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Brown and their*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *eighteenth* day of *May* in the year of our Lord one
 thousand eight hundred and *sixty six*.



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman Jr.*
Stamp.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty-five* dollars
 paid to them by *Mary J. Anderson* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Anderson*
 and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path 37* and numbered
Eight-hundred & thirty-five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Anderson and her*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Anderson and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Anderson* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Anderson and her*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *thirty first* day of *May* in the year of our Lord one
 thousand eight hundred and *sixty six*



Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Tampr

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Amos Lawrence* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lawrence* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path 50* and numbered *Fifteen hundred & eighty-two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Lawrence and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lawrence and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lawrence* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lawrence and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fourth* day of *June* in the year of our Lord one thousand eight hundred and *Sixty Six*



Oliver M. Wipple, President.
Alfred Gilman, Clerk.

Executed and delivered in presence of

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *100* dollars
 paid to them by *Jeremiah B. Eaton* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Eaton*
 and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path 44* and numbered
Fourteen hundred & sixty five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Eaton and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Eaton and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Eaton* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Eaton and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *fourth* day of *June* in the year of our Lord one
 thousand eight hundred and *sixty six*.



Oliver H. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

This is to replace an original Certificate.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *George W. Calef* of *Boston* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Calef*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Cherlin Avenue* and numbered
Nine hundred & thirty five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Calef and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Calef and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Calef* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Calef and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *seventh* day of *June* in the year of our Lord one
 thousand eight hundred and *sixty six*.



Oleber M. Whipple President.
Alfred Selman Clerk.

Executed and delivered in presence of *Alfred Selman, Jr.*

Stamps

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *five* * dollars paid to them by *Peremiah B. Eaton* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Eaton* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *Ninety four* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Eaton and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges, following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Eaton and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Eaton* for the purposes above expressed; and that they will warrant and defend the same unto the said *Eaton and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *eleventh* day of *June* in the year of our Lord one thousand eight hundred and *sixty six*



Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

GIVEN in exchange for Lot # 1465.

Space

No.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Forty Six & $\frac{66}{100}$* dollars
paid to them by *Daniel G. Leavitt* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Leavitt*
and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *corner of Oberlin & Howard Streets* and numbered
on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *Four hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Leavitt and his*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Leavitt and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said *Leavitt* for the purposes above expressed; and
that they will warrant and defend the same unto the said *Leavitt and his*
heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the *fourteenth* day of *August* in the year of our Lord one
thousand eight hundred and *sixty six*



C. H. Whipple

President.

Alfred Gilman

Clerk.

Executed and delivered in presence of

N. M. Smith

Stamp.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Hanson W. Allen* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Allen* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Lath No. 10* and numbered *Seven hundred & twenty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Allen and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Allen and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Allen* for the purposes above expressed; and that they will warrant and defend the same unto the said *Allen and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *August* in the year of our Lord one thousand eight hundred and *sixty six*



Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *John H. Coburn* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Coburn*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Oberlin Avenue* and numbered
Nine hundred & thirty four on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Coburn and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Coburn and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Coburn* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Coburn and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *fourteenth* day of *August* in the year of our Lord one
 thousand eight hundred and *sixty six*



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamps

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *M. L. Davis* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Davis*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
eleven hundred & twenty seven on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Davis and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Davis and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Davis* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Davis and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *fourteenth* day of *August* in the year of our Lord one
 thousand eight hundred and *sixty six*.



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman Jr.*

Stamp

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Mrs. Esther L. Merriam* of *Southbury* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Merriam* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 10* and numbered *Seven hundred Twenty five* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Merriam and her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Merriam and her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Merriam* for the purposes above expressed; and that they will warrant and defend the same unto the said *Merriam and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty Second* day of *August* in the year of our Lord one thousand eight hundred and *Sixty Six*.



Oliver H. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman Jr.*

Stamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Nancy A. Dow* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Dow*
 and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path No. 50* and numbered
Eleven hundred & Twenty five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Dow and her*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Dow and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Dow* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Dow and her*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *Tenth* day of *September* in the year of our Lord one
 thousand eight hundred and *Sixty Six*.



Oliver A. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Glaupe

Pat. J. Coffey

No. 1307

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty* dollars
paid to them by *Levi Edgell* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said *Edgell*
and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Washington Avenue* and numbered
fifteen hundred and seven on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *three hundred*
superficial square feet.

To have and to hold the aforegranted premises unto the said *Edgell and his*
heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot
in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees
within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to
cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same,
which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable
diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any
plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to
the said grantee *heirs and assigns* a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot
hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for
the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as
are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which
shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the
major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they
may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be
appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January
23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Edgell and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they are
free from all incumbrances; that the said Corporation have a right to sell and convey the said premises
to the said *Edgell* for the purposes above expressed; and that they
will warrant and defend the same unto the said *Edgell and his* heirs and
assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this
instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed,
the *twenty second* day of *May* in the year of our Lord one thousand
eight hundred and *sixty five*.

Oliver A. Whipple President.

Alfred Gilman Clerk.



Executed and delivered in presence of

B. F. J. Perry

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
paid to them by *Mrs. Levi Fiske* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Fiske*
and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Path No. 15* and numbered
One hundred & sixty two on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
and assigns at all seasonable times. The said lot of land containing *three hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Fiske and her*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Fiske and her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Fiske* for the purposes above expressed; and that they will warrant and defend the same unto the said *Fiske and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *September* in the year of our Lord one thousand eight hundred and *sixty six*.



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Levy Fuller* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Fuller* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 54* and numbered *Twelve hundred & thirty seven* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Fuller and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Fuller and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Fuller* for the purposes above expressed; and that they will warrant and defend the same unto the said *Fuller and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *September* in the year of our Lord one thousand eight hundred and *sixty six*.



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

Stamp

Alfred Gilman Jr.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *John McKeown* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *McKeown*
 and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Lath No. 54* and numbered
Two hundred & thirty eight on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *McKeown and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
McKeown and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *McKeown* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *McKeown and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *fourteenth* day of *September* in the year of our Lord one
 thousand eight hundred and *sixty six*.



Oliver M. Whipple President.

Alfred Gilman, Jr. Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

Memorandum

TO : Mr. [Name]
FROM : Mr. [Name]
SUBJECT : [Subject]
[The following text is extremely faint and largely illegible, appearing to be several paragraphs of a memorandum.]



Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Walter H. McDaniel* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *McDaniel* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Lath No. 52* and numbered *Sixteen hundred thirty nine* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *McDaniel and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *McDaniel and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *McDaniel* for the purposes above expressed; and that they will warrant and defend the same unto the said *McDaniel and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventeenth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty Six*.



Oleber M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *A. Gilman Jr.*
Stamp

MEMORANDUM

TO : THE SECRETARY OF THE ARMY
FROM : THE CHIEF OF STAFF
SUBJECT: [Illegible]

1. [Illegible]
2. [Illegible]
3. [Illegible]

4. [Illegible]
5. [Illegible]

6. [Illegible]
7. [Illegible]

8. [Illegible]
9. [Illegible]

10. [Illegible]

11. [Illegible]

12. [Illegible]

13. [Illegible]

14. [Illegible]

15. [Illegible]

16. [Illegible]

17. [Illegible]



Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Jonathan Ludd* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Ludd*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path No. 50* and numbered
Two hundred & twenty two on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Ludd and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Ludd and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Ludd* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Ludd and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *twenty fifth* day of *September* in the year of our Lord one
 thousand eight hundred and *sixty six*.



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Mrs. M. Smith*
Stamp.

DECLARATION

I, the undersigned, do hereby declare that the foregoing is a true and correct copy of the original as the same appears in the records of the Court of the County of _____ State of _____

Witness my hand and seal this _____ day of _____ 19____

[Signature]

[Signature]



Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty-five* dollars
 paid to them by *Nancy & Susan Calef* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Calefs*
 and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Oberlin Avenue* and numbered
Nine hundred & thirty-three on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *and their* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Calefs and their*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *by them*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Calefs and their heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Calefs* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Calefs and their*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *eightth* day of *October* in the year of our Lord one
 thousand eight hundred and *sixty-six*.



W. M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp.

MEMORANDUM

TO : [illegible]
FROM : [illegible]
SUBJECT : [illegible]
[The following text is extremely faint and largely illegible, appearing to be a memorandum body with several paragraphs.]



Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
paid to them by *George T. Comins* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Comins*
and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Path No. 119* and numbered
Fourteen hundred eighty two on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *three hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Comins and his*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Comins and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said *Comins* for the purposes above expressed; and
that they will warrant and defend the same unto the said *Comins and his*
heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the *eightth* day of *October* in the year of our Lord one
thousand eight hundred and *sixty six*.



Oscar H. Mapple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

DECLARATION

That I, the undersigned, do hereby declare that the foregoing is a true and correct copy of the original as the same appears in the records of the Court of the County of _____ State of _____

Witness my hand and seal of office this _____ day of _____ 19____

County Clerk

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public



Space in rear of Lot

No. 380

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Seventeen and 50/100* dollars paid to them by *Hannah H. Powers* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Powers* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 3 in rear of Lot* and numbered *three hundred & eighty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *one hundred and fifty* superficial square feet.

To have and to hold the afore-granted premises unto the said *Powers and her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Powers and her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Powers* for the purposes above expressed; and that they will warrant and defend the same unto the said *Powers and her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *eighth* day of *October* in the year of our Lord one thousand eight hundred and *sixty six*.



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*

Stamp.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *William Hudson, Sen.* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hudson*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path No. 10* and numbered
Eight hundred & seventy one on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Hudson and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Hudson and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Hudson* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Hudson and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *nineteenth* day of *October* in the year of our Lord one
 thousand eight hundred and *sixty six*



Oliver H. Whipple President.

Alfred Gelman Clerk.

Executed and delivered in presence of *Alfred Gelman, Jr.*
Stamp.

A. Grace

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *Amos M. Hoyle* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hoyle* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *the junction of Charles & Howard Avenues* and numbered *on the plan of said Cemetery, drawn by Butterfield & Clark,* which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hoyle and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hoyle* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hoyle and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *nineteenth* day of *October* in the year of our Lord one thousand eight hundred and *sixty-six*.



Oliver M. Whipple President.

Alfred Gilman, Jr. Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamps

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Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Philetus Burnham* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Burnham* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and numbered *Two hundred & twenty three* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *His* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Burnham and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *His* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Burnham and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Burnham* for the purposes above expressed; and that they will warrant and defend the same unto the said *Burnham and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty third* day of *October* in the year of our Lord one thousand eight hundred and *Sixty six*.



Oliver H. Mapple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *John M. Staples*
Stamp

Memorandum

Subject: [Illegible]
Reference: [Illegible]
Date: [Illegible]
To: [Illegible]
From: [Illegible]
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No. 695

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of _____ dollars
 paid to them by *Bernice L. Hale* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hale*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Six hundred & Ninety five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Hale and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Hale and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Hale* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Hale and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *first* day of *December* in the year of our Lord one
 thousand eight hundred and *Sixty Six*.

President.

Clerk.



Executed and delivered in presence of

A. Space

No.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *Paul B. Eaton* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Eaton* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *on the corner of Howard & Charles Streets* and ~~numbered~~ *and adjoining D.C. Leavitt, Lot on the East* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *this* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Eaton and his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Eaton and his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Eaton* for the purposes above expressed; and that they will warrant and defend the same unto the said *Eaton and his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *December* in the year of our Lord one thousand eight hundred and *sixty six*,



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp

THE HISTORY OF THE UNITED STATES OF AMERICA

BY
JOHN F. JOHNSON
OF THE
UNIVERSITY OF CHICAGO

VOLUME I
THE FOUNDING OF THE NATION
1776-1789

THE AMERICAN REVOLUTION
1776-1789

THE CONSTITUTION
1789-1791

THE EARLY REPUBLIC
1791-1800

THE JEFFERSONIAN REVOLUTION
1800-1808

THE MONROE DOCTRINE
1823

THE ANDERSONIAN REVOLUTION
1828-1836

THE HARTFORD CONVENTION
1814-1815

THE MISSISSIPPI CRISIS
1819-1820

THE ADAMS ONTARIO TREATY
1812

THE TREATY OF GENT
1814

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Henry M. Hodsdon & Charles Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hodsdon*
 and ~~their~~ heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path No. 60* and numbered
Twelve hundred & twenty one on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee ~~their~~ heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Charles Hodsdon and their*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee ~~their~~
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Charles Hodsdon and their heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Charles Hodsdon* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Charles Hodsdon and their*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *Sixth* day of *December* in the year of our Lord one
 thousand eight hundred and *sixty six*.



Oliver M. Whipple, President.

Alfred Gelman, Clerk.

Executed and delivered in presence of *Alfred Gelman, Jr.*
Stamp

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J. D. Hartwell's right transferred to Mrs. C. Churchill June 17. 1867.

. I Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty five* dollars paid to them by *J. D. Hartwell & Mrs. C. Churchill* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hartwell & Churchill* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *corner of Howard Avenue & Bath No. 38* and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Hartwell & Churchill & their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *their* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hartwell & Churchill & their* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hartwell & Churchill* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hartwell & Churchill and their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *December* in the year of our Lord one thousand eight hundred and *Sixty Six*.



Oliver M. Whipple President.
Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman Jr.*
Stamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Lewis B. Lebbetts* of *Baltimore, Md.* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lebbetts*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called, *Path No. 10* and numbered
Seven hundred & thirty five on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Lebbetts and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Lebbetts and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Lebbetts* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Lebbetts and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *Tenth* day of *December* in the year of our Lord one
 thousand eight hundred and *Sixty Six*



Oliver M. Whipple President.
Alfred Gilman Clerk.

Executed and delivered in presence of

Alfred Gilman, Jr.
Stamp

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty-five* dollars
 paid to them by *Morace Ela* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Ela*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Path 60* and numbered
Twelve hundred & thirteen on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Ela and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Ela and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Ela* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Ela and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *Twenty sixth* day of *December* in the year of our Lord one
 thousand eight hundred and *sixty six*.



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

Alfred Gilman, Jr.
Stamp.

Memorandum

TO : Mr. [Name] FROM : Mr. [Name]

SUBJECT : [Subject]

1. [Text]

2. [Text]

3. [Text]

4. [Text]

5. [Text]

6. [Text]

7. [Text]

8. [Text]

9. [Text]

10. [Text]

11. [Text]

12. [Text]

13. [Text]

14. [Text]

15. [Text]

16. [Text]

17. [Text]

18. [Text]

19. [Text]

20. [Text]

21. [Text]



[Text]

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Mrs. Caroline A. Foss* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Foss*
 and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Franklin Avenue* and numbered
Four hundred & forty two on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Foss and her*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Foss and her heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Foss* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Foss and her*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *Seventh* day of *January* in the year of our Lord one
 thousand eight hundred and *sixty seven*.



O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp.

Space adjoining Lot

No. 1581

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
paid to them by *Wise Bartlett* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Bartlett*
and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Washington Avenue, adjoining Lot* and numbered
Fifteen hundred eighty one on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *three hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Bartlett and his*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Bartlett and his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said *Bartlett* for the purposes above expressed; and
that they will warrant and defend the same unto the said *Bartlett and his*
heirs and assigns forever.

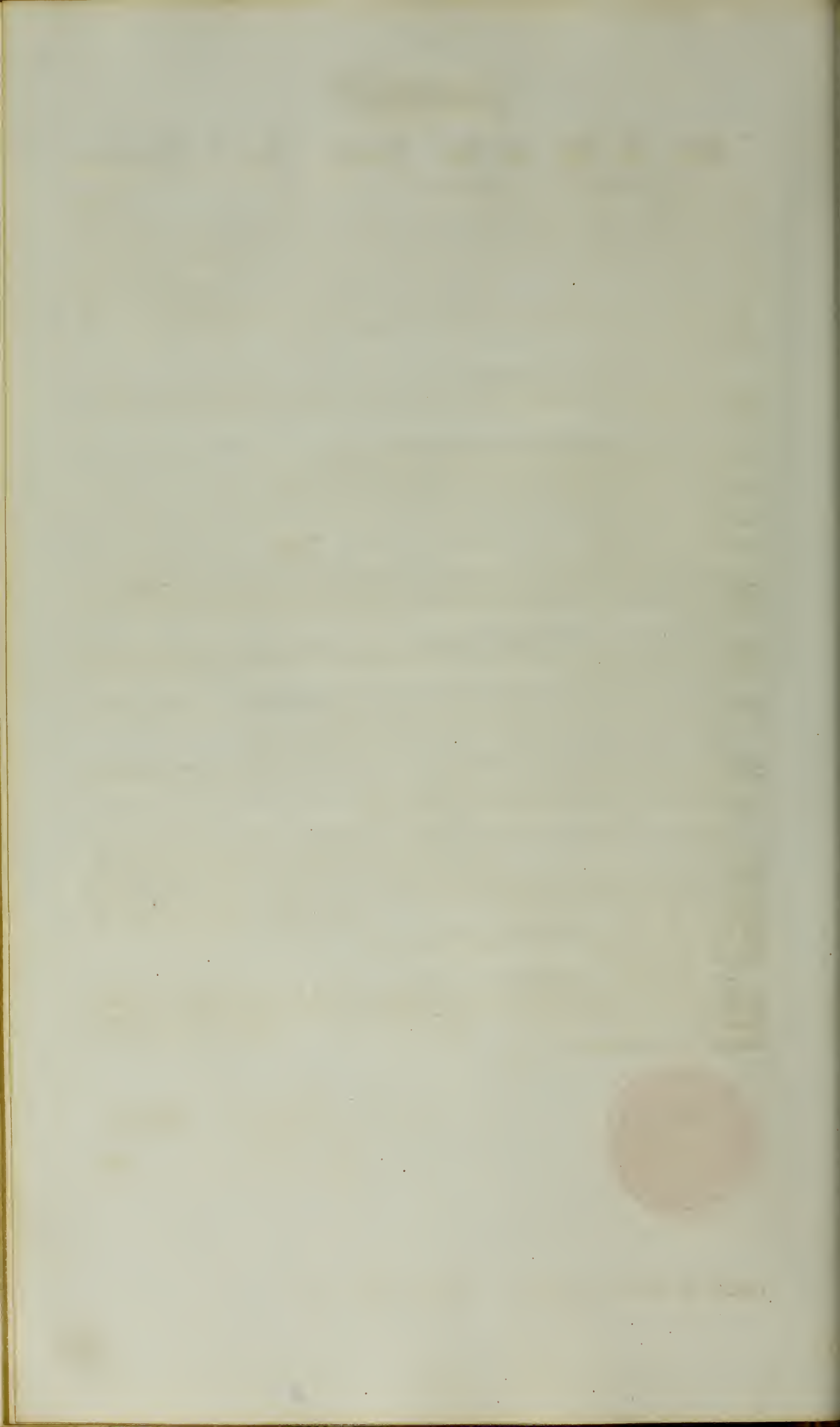
IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the *Ninth* day of *January* in the year of our Lord one
thousand eight hundred and *sixty-seven*.



O. M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*
Stamp



Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty five* dollars
 paid to them by *Stephen Wallace* of *Lowell* the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wallace*
 and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called *Washington Avenue* and numbered
Eleven hundred & nineteen on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
 and assigns at all seasonable times. The said lot of land containing *three hundred*
 superficial square feet.

To have and to hold the afore-granted premises unto the said *Wallace and his*
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his*
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Wallace and his heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said *Wallace* for the purposes above expressed; and
 that they will warrant and defend the same unto the said *Wallace and his*
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the *twenty second* day of *January* in the year of our Lord one
 thousand eight hundred and *sixty seven*.



Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of *Alfred Gilman, Jr.*

Stamp.

Exchanged for Lot 902. April 19, 1867. *J. W. McAlvin*
Clerk.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Five* dollars paid to them by *Stephen Wallace* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wallace* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Howard Avenue* and numbered *Nine Hundred Two*, on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Wallace* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wallace* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wallace* *his* heirs for the purposes above expressed; and that they will warrant and defend the same unto the said *Wallace*, *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *April* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.
John U. McAlvin, Clerk.

Given in exchange for lot # 1119.

Executed and delivered in presence of George Gardner.

Recd & Recorded April 19, 1867. 50 ct. Rev. Stamp.
John U. McAlvin, Clerk & Treasurer.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Andrew J. Wiggins* of *Howell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wiggins* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *Nine Hundred Thirty* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Wiggins* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wiggins* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wiggins* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wiggins* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twentieth* day of *April* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple President.
John U. McAlvin, Clerk.

Executed and delivered in presence of *George Gardner.*

Rec'd & Recorded April 20, 1867. 50 ct. Rev. Stamp.

John U. McAlvin, Clerk.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Cleveland J. Cheney* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Cheney* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *nine hundred thirty-one* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Cheney his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Cheney his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Cheney* for the purposes above expressed; and that they will warrant and defend the same unto the said *Cheney his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twentieth* day of *April* in the year of our Lord one thousand eight hundred and *sixty-seven*.



Oliver M. Whipple, President.
John W. McAlvin, Clerk.

Executed and delivered in presence of *George Gardner.*

Recd & Recorded April 20. 1867. 50 ct. Rev. Stamp.
John W. McAlvin, clerk.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Henry Gotham* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Gotham* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *nine hundred thirty-two* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Gotham* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *beirs* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Gotham* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Gotham* for the purposes above expressed; and that they will warrant and defend the same unto the said *Gotham* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twentieth* day of *April* in the year of our Lord one thousand eight hundred and *sixty-seven*.



Oliver M. Whipple, President.
John W. McAlvin, Clerk.

Executed and delivered in presence of *George Gardner,*

Rec'd & Recorded April 20, 1867. 50 ct. Rev. Stamp.
John W. McAlvin, Clerk.

Space adjoining Lot, No. 48.

No. —

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Seventeen* ^{50/100} dollars paid to them by *John Clark* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Clark* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *a space adjoining Lot No. 48, and numbered on Path No. 19.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *One Hundred Fifty* superficial square feet.

To have and to hold the afore-granted premises unto the said *Clark* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Clark* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Clark* for the purposes above expressed; and that they will warrant and defend the same unto the said *Clark* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-seven.*



Oliver M. Whipple, President.

John W. McAlvin, Clerk.

Executed and delivered in presence of *George Gardner.*

Rec'd & Recorded May 8. 1867. 50 ct. Rev. Stamp.
John W. McAlvin, Clerk.

No. 726

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Charles W. Salmon* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Salmon* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 10.* and numbered *726* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Salmon his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Salmon his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Salmon* for the purposes above expressed; and that they will warrant and defend the same unto the said *Salmon his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-seven.*



Oliver M. Whipple, President.
John W. McAlvin, Clerk.

Executed and delivered in presence of *George Gardner.*

Recorded May 8. 1867. 50 ct. Rev. Stamp.
John W. McAlvin, clerk.

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Space adjoining Lot No. 726.

~~No. 10.~~

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *William F. Salmon* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Salmon* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 10.* and numbered *a space adjoining lot 726* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Salmon his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Salmon his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Salmon* for the purposes above expressed; and that they will warrant and defend the same unto the said *Salmon his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *May* in the year of our Lord one thousand eight hundred and *sixty-seven.*



Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of *George Gardner.*

Recorded May 8. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

Memorandum

TO THE HONORABLE SECRETARY OF THE INTERIOR

FROM THE COMMISSIONER OF THE GENERAL LAND OFFICE

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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[Illegible]

[Illegible]



Space in rear of Lot No. 1202.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Seventeen*^{50/100} dollars paid to them by *Rosanna A. Cox* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Cox* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated ~~on the way called~~ *in rear of Lot No. 1202* ~~and numbered~~ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *One Hundred Fifty* superficial square feet.

To have and to hold the afore-granted premises unto the said *Cox her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Cox, her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Cox* for the purposes above expressed; and that they will warrant and defend the same unto the said *Cox, her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *May*, in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.
John U. Malvin, Clerk.

Executed and delivered in presence of *Geo. Gardner.*

Recorded May 18. 1867. 50 ct. Rev. Stamp.
John U. Malvin, Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *N. J. Bartlett* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Bartlett* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Howard Avenue* and numbered *Eight Hundred Ninety-eight* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Bartlett* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *beirs* and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bartlett*, *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bartlett* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bartlett* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.
John U. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner*.

Recorded May 18, 1867. 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

THE [illegible] OF [illegible]

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No. 1209

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars
paid to them by *Charles D. Starbird* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Starbird*
and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Path No. 58.* and numbered
Twelve Hundred Nine on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *Three Hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Starbird his*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Starbird his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Starbird* for the purposes above expressed; and that they will warrant and defend the same unto the said *Starbird his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *May* in the year of our Lord one thousand eight hundred and *sixty-seven.*



Olive M. Whipple, President.
John U. Malvin, Clerk.

Executed and delivered in presence of *Geo. Gardner.*

Recorded May 18. 1867. 50 ct. Per Stamp.
John U. Malvin, Clerk.

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No. 1193

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Preston R. Lane* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lane* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 59.* and numbered *No. 1193.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Lane his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—That the said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—That the said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lane his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lane* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lane his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-eighth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-seven.*



Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of *Bradford Marvel.*

Rec'd & Recorded May 28. 1867. 50c; Stamp
John H. McAlvin, City Clerk.

Page.

No. 937

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-one* ^{50/100} dollars paid to them by *W. M. Whitney* of *Lawrence* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Whitney* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on ~~the so-called Corner of Howard & Oberlin Avenues~~ and numbered *No. 937* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Two Hundred Seventy* superficial square feet.

To have and to hold the afore-granted premises unto the said *Whitney* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Whitney* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Whitney* for the purposes above expressed; and that they will warrant and defend the same unto the said *Whitney* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Thirtieth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-Seven*.



Oliver M. Whipple, President.

John W. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner*.

Rec'd & Recorded May 30, 1867. 50 ct. Rev. Stamp
John W. McAlvin, Clerk.

No. 1174

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Robert M. Upton & William E. Boardman* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *parties* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and numbered *No. 1174* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Upton & Boardman their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Upton & Boardman their* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Upton & Boardman* for the purposes above expressed; and that they will warrant and defend the same unto the said *Upton & Boardman their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Thirtieth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.
John W. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner.*

Recd & Recorded May 30, 1867. 50 ct. Rev. Stamp
John W. McAlvin, Clerk.

THE [illegible]

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No. 1211

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Ann Reed* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Reed* and ~~her~~ heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50.* and numbered *No. 1211.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee ~~her~~ heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Reed her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Reed her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Reed* for the purposes above expressed; and that they will warrant and defend the same unto the said *Reed her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twelfth* day of *June* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.
John W. McAlvin, Clerk.

Executed and delivered in presence of *George Gardner.*
Recorded *June 12. 1867.* 50 ct. Rev. Stamp.
John W. McAlvin, Clerk.

THE [illegible] OF [illegible]

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Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Thomas G. Stoddard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Stoddard* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 58.* and numbered *No. 1208.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Stoddard his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stoddard his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Stoddard* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stoddard his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifteenth* day of *June* in the year of our Lord one thousand eight hundred and *sixty-seven.*



Oliver M. Whipple, President.
John W. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner.*

Recd & Recorded June 15. 1867. 50 ct. Res. Stamp.
John W. McAlvin, Clerk.

THE [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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[illegible]

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *George W. Bedlom* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Bedlom* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Howard Avenue* and numbered *900* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Bedlom* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bedlom* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bedlom* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bedlom* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *June* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.
John H. McAlvin, Clerk.

Executed and delivered in presence of *George Gardner,*
Rec'd & Recorded June 25, 1867. 50 ct. Ren. Stamp.
John H. McAlvin, Clerk.

Memorandum

Subject: [Illegible]
Date: [Illegible]
To: [Illegible]
From: [Illegible]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

No. 901.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Charles Stearns* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Stearns* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Howard Avenue* and numbered *901* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Stearns* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stearns his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Stearns* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stearns his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *June* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple President.

John U. McAlvin Clerk.

Executed and delivered in presence of *George Gardner*.

Rec'd & Recorded June 25, 1867. 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

Memorandum

Presented to the Senate of the United States at their session on the 10th day of January, 1880.

By the Honorable James A. Garfield, President of the Senate.

Read and approved by the Senate on the 10th day of January, 1880.

Attest: My hand and the seal of the Senate this 10th day of January, 1880.

James A. Garfield, President of the Senate.

Secretary of the Senate.

Approved: _____

Secretary of the Senate.

Approved: _____

Secretary of the Senate.

Approved: _____

Secretary of the Senate.

Approved: _____

Secretary of the Senate.

Approved: _____

Secretary of the Senate.

Approved: _____

Secretary of the Senate.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *John Sheldon* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Sheldon* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 17.* and numbered *No. 128.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Sheldon his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sheldon his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sheldon* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sheldon his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *June* in the year of our Lord one thousand eight hundred and *Sixty-seven.*



Oliver M. Whipple, President.
John U. Malvin, Clerk.

Executed and delivered in presence of *George Gardner,*
Rec'd & Recorded June 25, 1867. 50 ct. Rev. Stamp
John U. Malvin, Clerk,

Memorandum

TO THE HONORABLE SECRETARY OF THE INTERIOR

FROM THE COMMISSIONER OF THE GENERAL LAND OFFICE

SUBJECT: [Illegible]

[Illegible text block]

[Illegible text block]

[Illegible text block]

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[Illegible text block]

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[Illegible text block]

No. 5

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Fifteen* dollars
paid to them by *Eli B. Carlton* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Carlton*
and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called *Path No. 8* and numbered
in rear of lot 382 on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *One Hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Carlton his*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Carlton his heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said *Carlton* for the purposes above expressed; and
that they will warrant and defend the same unto the said *Carlton his*
heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the *Twenty eighth* day of *June* in the year of our Lord one
thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple President.
John W. McAlvin, Clerk.

Executed and delivered in presence of *Bradford Marvel*.
Recd & Recorded June 28, 1867. 50 ct. Res. Hamp.
John W. McAlvin, Clerk.

No. 459 & 874.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Charles C. Nichols* of *Lowell* dollars
paid to them by *Charles C. Nichols* of *Lowell* the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Nichols*
and his heirs and assigns, *the lot of land in the Lowell Cemetery, in the County of Middlesex,*
situated on the way called *Path No. 25. & Path No. 10* and numbered
No. 459. & No. 874. on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs
and assigns at all seasonable times. The said lot of land containing *Six Hundred*
superficial square feet.

To have and to hold the afore-granted premises unto the said *Nichols* *his*
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
Nichols *his* heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said *Nichols* for the purposes above expressed; and
that they will warrant and defend the same unto the said *Nichols* *his*
heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the *first* day of *July* in the year of our Lord one
thousand eight hundred and *sixty-seven*.



Oliver M. Whipple President.
John W. McAlvin Clerk.

Executed and delivered in presence of *Charles R. Blaisdell*.

Recd & Recorded July 1, 1867. 50 ct. Rev. Stamp.
John W. McAlvin, Clerk.

This deed issued without consideration. A Bond to indemnify being taken.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred* dollars paid to them by *George H. Wellman* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wellman* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 24* and ~~numbered~~ *adjoining Lot 47*, on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *672 1/2* superficial square feet.

To have and to hold the afore-granted premises unto the said *Wellman his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wellman his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wellman* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wellman his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifth* day of *July* in the year of our Lord one thousand eight hundred and *sixty-seven*.



Oliver M. Whipple, President.
John H. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner.*

Rec'd & Recorded July 5, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 1196

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *Lydia Wood* of *Jersey City N.J.* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wood* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 59.* and numbered *No. 1196* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Wood her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *her* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wood her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wood* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wood her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-ninth* day of *July* in the year of our Lord one thousand eight hundred and *sixty-seven.*



Oscar M. Whipple. President.
John H. McAlvin. Clerk.

Executed and delivered in presence of *Bradford Marvel*

Recorded July 29, 1867. 50 ct. Rev. Stamp.
John H. McAlvin. Clerk.

CHAPTER I

OF THE NATURE AND EXTENT OF THE SUBJECT

The first object of this inquiry is to determine the nature and extent of the subject. It is to be observed that the subject is not confined to any particular time or place, but is of a general nature, and extends to all times and places. It is to be observed also that the subject is not confined to any particular class of persons, but is of a general nature, and extends to all classes of persons.

The second object of this inquiry is to determine the nature and extent of the subject. It is to be observed that the subject is not confined to any particular time or place, but is of a general nature, and extends to all times and places. It is to be observed also that the subject is not confined to any particular class of persons, but is of a general nature, and extends to all classes of persons.

The third object of this inquiry is to determine the nature and extent of the subject. It is to be observed that the subject is not confined to any particular time or place, but is of a general nature, and extends to all times and places. It is to be observed also that the subject is not confined to any particular class of persons, but is of a general nature, and extends to all classes of persons.

The fourth object of this inquiry is to determine the nature and extent of the subject. It is to be observed that the subject is not confined to any particular time or place, but is of a general nature, and extends to all times and places. It is to be observed also that the subject is not confined to any particular class of persons, but is of a general nature, and extends to all classes of persons.

The fifth object of this inquiry is to determine the nature and extent of the subject. It is to be observed that the subject is not confined to any particular time or place, but is of a general nature, and extends to all times and places. It is to be observed also that the subject is not confined to any particular class of persons, but is of a general nature, and extends to all classes of persons.

The sixth object of this inquiry is to determine the nature and extent of the subject. It is to be observed that the subject is not confined to any particular time or place, but is of a general nature, and extends to all times and places. It is to be observed also that the subject is not confined to any particular class of persons, but is of a general nature, and extends to all classes of persons.

The seventh object of this inquiry is to determine the nature and extent of the subject. It is to be observed that the subject is not confined to any particular time or place, but is of a general nature, and extends to all times and places. It is to be observed also that the subject is not confined to any particular class of persons, but is of a general nature, and extends to all classes of persons.

The eighth object of this inquiry is to determine the nature and extent of the subject. It is to be observed that the subject is not confined to any particular time or place, but is of a general nature, and extends to all times and places. It is to be observed also that the subject is not confined to any particular class of persons, but is of a general nature, and extends to all classes of persons.

Grace.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *Thirty-five* dollars paid to them by *Lydia C. Marston* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Marston* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the ~~western~~ *corner of Howard & Oberlin Avenue* and ~~numbered~~ *opposite Path 38* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Marston her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Marston her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Marston* for the purposes above expressed; and that they will warrant and defend the same unto the said *Marston her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *August* in the year of our Lord one thousand eight hundred and *Sixty-Seven*.



Oliver M. Whipple President.

John U. McAlvin Clerk.

Executed and delivered in presence of

Geo. Gardner
Recorded Aug. 6, 1867. 50 ct. Rev. Stamp.
John U. McAlvin, Clerk,

No. 1217

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Joseph S. Ramsdell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Ramsdell* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50.* and numbered *No. 1217.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Ramsdell his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Ramsdell his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Ramsdell* for the purposes above expressed; and that they will warrant and defend the same unto the said *Ramsdell his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *August* in the year of our Lord one thousand eight hundred and *sixty-seven.*



Oliver M. Whipple President.
John H. Malvin, Clerk.

Executed and delivered in presence of *Geo. Gardner.*

Recorded Aug. 6. 1867. 50 ct. Rev. Stamp.
John H. Malvin, Clerk.

THE [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

No. 1218

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Paris R. Taylor* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Taylor* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 60*. and numbered *No. 1218* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Taylor his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Taylor his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Taylor* for the purposes above expressed; and that they will warrant and defend the same unto the said *Taylor his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *August* in the year of our Lord one thousand eight hundred and *sixty-seven*.



Oliver M. Whipple. President.

John H. Malvin. Clerk.

Executed and delivered in presence of *Geo. Gardner.*

Recorded Aug. 6, 1867. 50 ct. Rev. Stamp.
John H. Malvin, Clerk.

No. 903

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *James D. Hartwell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hartwell* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 36* and numbered *903* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Hartwell his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hartwell his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hartwell* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hartwell his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Tenth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple President.
John W. McAlvin Clerk.

Executed and delivered in presence of *G. Clarence Scott,*

Recorded Sept. 10, 1867. 50 ct. Rev. Stamp.
John W. McAlvin, Clerk.

No. 896

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Charles S. Graves* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Graves* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 40.* and numbered *896* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Graves his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

Graves his And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Graves his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Graves* for the purposes above expressed; and that they will warrant and defend the same unto the said *Graves his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Thirteenth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple President.

John W. McAlvin Clerk.

Executed and delivered in presence of
Bradford Marvel.

Recorded Sept. 13, 1867, 50 ct. Rev. Stamp,
John W. McAlvin, Clerk.

MEMORANDUM

TO : THE SECRETARY OF THE ARMY

FROM : THE CHIEF OF STAFF

SUBJECT: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]

10. [Illegible]

11. [Illegible]

12. [Illegible]

13. [Illegible]

14. [Illegible]

15. [Illegible]

16. [Illegible]

17. [Illegible]

18. [Illegible]

19. [Illegible]

20. [Illegible]

21. [Illegible]

22. [Illegible]

23. [Illegible]

24. [Illegible]

25. [Illegible]

26. [Illegible]

27. [Illegible]

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Stephen P. Sargent* of *Rowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Sargent* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 46.* and numbered *No. 895* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Sargent his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sargent his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sargent* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sargent his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventeenth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty-seven.*



Oliver M. Whipple President.
John U. McAlvin Clerk.

Executed and delivered in presence of *Bradford Marvel*

Recorded Sept. 17, 1867, 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

THE [illegible] OF [illegible]

[illegible text]

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[illegible text]

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[illegible text]

No. 1212

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Horace Ela* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Ela* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and numbered *No. 1212* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Ela his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Ela his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Ela his* for the purposes above expressed; and that they will warrant and defend the same unto the said *Ela his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventeenth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple President.
John U. McAlvin Clerk.

Executed and delivered in presence of *Bradford Marvel*

Recorded Sept. 17. 1867. 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

THE [illegible]

[The following text is extremely faint and illegible due to the quality of the scan. It appears to be a multi-paragraph document.]

[The following text is also extremely faint and illegible. It appears to be a concluding section or a signature block.]



No. 1005

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Samuel T. Manahan* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Manahan* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1005* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *Three Hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Manahan his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—That the said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Manahan his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Manahan* for the purposes above expressed; and that they will warrant and defend the same unto the said *Manahan his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.
John U. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner*.

Recorded Sept. 25, 1867, 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

No. 1594

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *W. B. & G. F. Stanton* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Stanton's* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 48.* and numbered *No. 1594* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *Three hundred* superficial square feet.

To have and to hold the afore-granted premises unto the said *Stanton's their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stanton's their* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Stanton* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stanton's their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty second* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-seven.*



Oliver M. Whipple, President.

John U. McAlvin Clerk.

Executed and delivered in presence of *Geo. Gardner.*

Recorded Oct. 22. 1867. 50 ct. Rev. Stamp.
John U. McAlvin, clerk.

THE [illegible]

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Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Anson Lamere* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lamere* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 17.* and numbered *130* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Lamere his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lamere his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lamere* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lamere his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-seven*.

Oliver M. Whipple President.

John H. McAlvin, Clerk.



Executed and delivered in presence of *Bradford Marvel*,

Recorded Oct. 25, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

THE [illegible]

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No. 131

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *John Lamere* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lamere* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 17.* and numbered *No. 131.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Lamere his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lamere his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lamere* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lamere his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-seven.*



Oliver M. Whipple President.
John U. McAlvin Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *Bradford Marv.*

Recorded Oct. 25, 1867. John U. McAlvin,
clerk.

No. 1573

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Orville D. Graves* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Graves* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 49.* and numbered *No. 1573.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Graves his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Graves his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Graves* for the purposes above expressed; and that they will warrant and defend the same unto the said *Graves his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-seven.*

Oliver M. Whipple President.

John U. McAlvin, Clerk.



Executed and delivered in presence of *Bradford Marvel.*

Recorded Oct. 25. 1867. 50 ct. Rev. Stamp.

John U. McAlvin, clerk.

THE [illegible]

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Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen ^{50/100} dollars paid to them by *Phebe Sherman* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Sherman* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, ~~situated on the way called~~ *adjoining lot No. 125.* and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *150* superficial square feet.

To have and to hold the afore-granted premises unto the said *Sherman* *her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sherman* *her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sherman* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sherman* *her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-ninth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner.*

Recorded Oct. 29, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

THE FIRST PART OF THE HISTORY OF THE
LIFE OF THE LATE LORD OF THE TREASURY
OF THE KINGDOM OF GREAT BRITAIN
AND OF IRELAND
AND OF THE
COUNTY OF PALMERS

BY
JAMES OAKLEY
OF THE MIDDLE TEMPLE
ESQ.

LONDON:
PRINTED BY
J. JOHNSON, ST. PAULS CHURCH-YARD
1794.

IN TWO VOLUMES.
THE SECOND VOLUME.
LONDON:
PRINTED BY
J. JOHNSON, ST. PAULS CHURCH-YARD
1794.

THE SECOND PART OF THE HISTORY OF THE
LIFE OF THE LATE LORD OF THE TREASURY
OF THE KINGDOM OF GREAT BRITAIN
AND OF IRELAND
AND OF THE
COUNTY OF PALMERS

BY
JAMES OAKLEY
OF THE MIDDLE TEMPLE
ESQ.

No. 905

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Elmina C. Smith* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Smith* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 36.* and numbered *No. 905* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Smith her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Smith her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Smith* for the purposes above expressed; and that they will warrant and defend the same unto the said *Smith her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fourth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple President.

John A. Malvin Clerk.

Executed and delivered in presence of *G. Gardner.*

Recorded Nov. 4, 1867. 50 ct. Rev. Stamp.
John A. Malvin, Clerk.

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[Faint, illegible text.]

No. 1210

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Harry Fowler* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Fowler* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50*, and numbered *No. 1210* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Fowler his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Fowler his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Fowler* for the purposes above expressed; and that they will warrant and defend the same unto the said *Fowler his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twentieth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.

John E. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner*.

Recorded Nov. 20, 1867. 50 St. Rev. Stamp.
John E. McAlvin, Clerk.

Space.
No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Fifty* dollars paid to them by *George W. Harris* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Harris* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 74* and numbered *adjoining lot 268* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Harris* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enlose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Harris* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Harris* for the purposes above expressed; and that they will warrant and defend the same unto the said *Harris* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-seven*.



Oliver M. Whipple, President.
John U. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner*,
Recorded Nov. 27, 1867. 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

Grace.
No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-one* ^{50/100} dollars paid to them by *Orlando Snell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Snell* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Charles Avenue* and numbered *adjoining lot 935* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *270* superficial square feet.

To have and to hold the afore-granted premises unto the said *Snell his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Snell his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Snell* for the purposes above expressed; and that they will warrant and defend the same unto the said *Snell his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifth* day of *December* in the year of our Lord one thousand eight hundred and *sixty-seven*.



Oliver M. Whipple, President.
John U. McAlvin, Clerk.

Executed and delivered in presence of *Bradford Marvel.*

Recorded Dec. 5, 1867. 50 ct. Res. Stamp.
John U. McAlvin, Clerk.

Space
No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Seventy* dollars paid to them by *John A. Alden B. Buttrick of Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Buttrick* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 67, adjoining* and numbered *Lot 1074* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *heir* heirs and assigns at all seasonable times. The said lot of land containing *600* superficial square feet.

To have and to hold the afore-granted premises unto the said *Buttricks' their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Buttricks' their* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Buttricks'* for the purposes above expressed; and that they will warrant and defend the same unto the said *Buttricks' their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifth* day of *July* in the year of our Lord one thousand eight hundred and *sixty-seven*.



Oliver M. Whipple President.
John U. McAlvin Clerk.

Executed and delivered in presence of *Geo. Gardner*

Recorded July 5, 1867. 50 c. Rev. Stamp.
John U. McAlvin, Clerk.

No. 1216

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Abel C. Chase* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Chase* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and numbered *1216* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Chase* his heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Chase* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Chase* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Chase* for the purposes above expressed; and that they will warrant and defend the same unto the said *Chase* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *April* in the year of our Lord one thousand eight hundred and *sixty-eight*



J. W. Stickney, President.
John W. McAlvin, Clerk.

Executed and delivered in presence of *George Gardner*.

Recorded April 9, 1868, 50 ct. Rev. Stamp.
John W. McAlvin, Clerk.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *Orin Wuntton* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wuntton* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 18* and numbered *Lot 125* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Wuntton his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wuntton his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wuntton* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wuntton his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *second* day of *May* in the year of our Lord one thousand eight hundred and *sixty-eight*



L. W. Stickney President.
John U. McAlvin Clerk.

Executed and delivered in presence of *Leonard Brown.*

Recorded May 2, 1868. John U. McAlvin
50 d. Rev. Hamp. clerk.

Grace.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Mannah E. Thompson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Thompson* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, ~~situated on the way called~~ *adjoining Lot No. 566. on* and numbered *Franklin Avenue* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Thompson her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Thompson her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Thompson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Thompson her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *May* in the year of our Lord one thousand eight hundred and *sixty-eight*.



L. W. Hickney, President.

John U. McAlvin Clerk.

Executed and delivered in presence of *Leonard Brown.*

Recorded May 9, 1868. 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

This Deed was paid for by G. H. Fellows, June 2, 1866, but no record was ever made of it. J. U. McAlvin, Treasurer.

Space.
No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of paid to them by *Isaac W. Scribner* of *Lowell* dollars the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Scribner* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, ~~situated on the way called~~ *in the rear of lot 1644* and numbered ~~_____~~ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *180* superficial square feet.

To have and to hold the afore-granted premises unto the said *Scribner his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

- First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.
- Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.
- Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.
- Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.
- Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.
- Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.
- Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.
- Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.
- Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.
- Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Scribner his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Scribner* for the purposes above expressed; and that they will warrant and defend the same unto the said *Scribner his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-eight*



J. W. Stickney President.
John U. McAlvin, Clerk.

Executed and delivered in presence of *Geo. Gardner*

Recorded May 9, 1868. 50 ct. Rev. Stamp.
J. U. McAlvin, Clerk.

Grace.

~~No.~~

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *John T. Lee* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lee* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *adjoining Lot-1581* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Lee his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enlose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lee his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lee* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lee his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Thirteenth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



J. W. Stickney President.

John U. McAlvin Clerk.

Executed and delivered in presence of

George Gardner

Recorded May 13. 1868. 50 cts. Rev. Stamp.

John U. McAlvin, Clerk.

No. 1574

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Alba G. Stiles* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Stiles* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 49* and numbered *No. 1574* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Stiles his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Stiles his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Stiles* for the purposes above expressed; and that they will warrant and defend the same unto the said *Stiles his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-ninth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



L. W. Hickney President.

John U. McAlvin Clerk.

Executed and delivered in presence of *Ges. Gardner.*

Recorded June 1, 1868. 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

No. 1642

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *William P. Wilbur* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wilbur* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 52* and numbered *No. 1642* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wilbur* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wilbur* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wilbur* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fifth* day of *May* in the year of our Lord one thousand eight hundred and *sixty-eight*.



J. W. Stickney President.

John U. McAlvin Clerk.

Executed and delivered in presence of

George Gardner

Recorded May 5, 1868. *John U. McAlvin*
50 dt. Rev. Stamp. Clerk

No. 1643

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Joshua Converse* of *Salmon Falls* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Converse* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 52* and numbered *Lot No. 1643* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Converse his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Converse his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Converse* for the purposes above expressed; and that they will warrant and defend the same unto the said *Converse his* heirs and assigns forever.

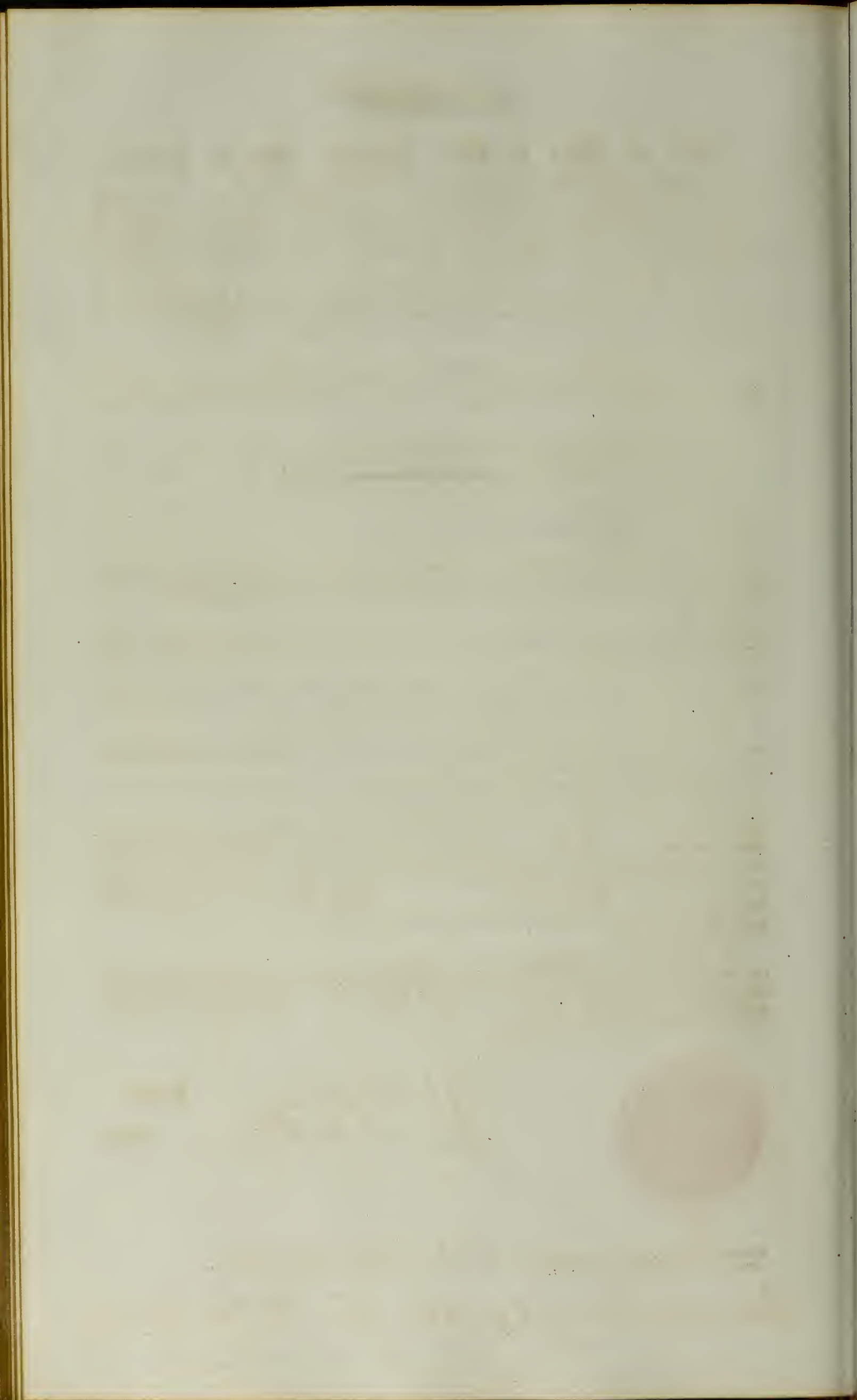
IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-ninth* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



L. W. Stickney, President.
John U. McAlvin, Clerk.

Executed and delivered in presence of *Calvin Philbrick.*

Recorded May 29/1868. 50 ct Rev. Stamp.
John U. McAlvin, Clerk.



No. 1607

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-two* dollars paid to them by *Jona. P. Grosvenor* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Grosvenor* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1607* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Grosvenor* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Grosvenor* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Grosvenor* for the purposes above expressed; and that they will warrant and defend the same unto the said *Grosvenor* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-ninth* day of *May* in the year of our Lord one thousand eight hundred and *sixty-eight*



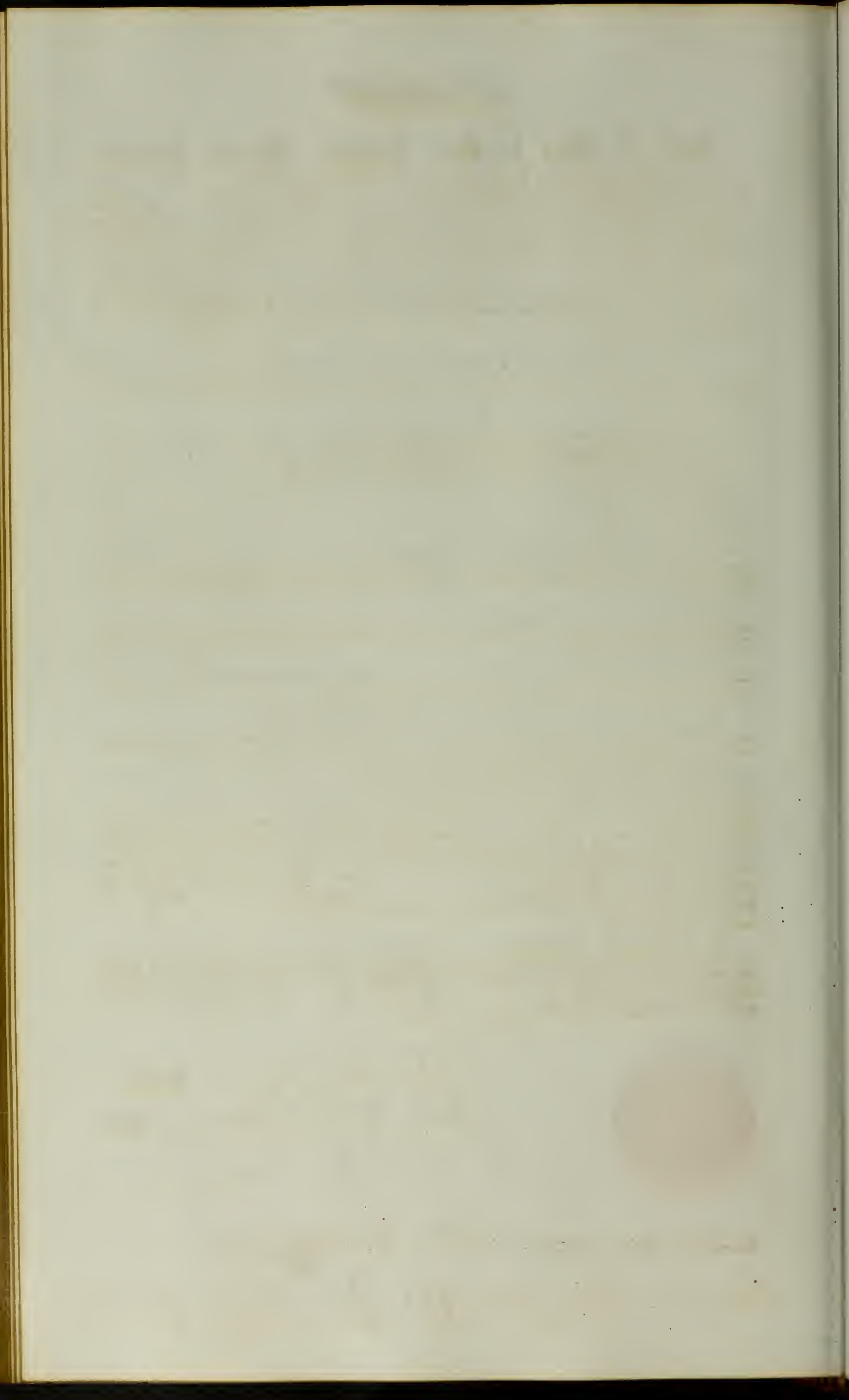
J. W. Stickney President.

John U. Malvin Clerk.

50 ct. Rev. Stamp

Executed and delivered in presence of *L. W. Huntington*.

Recorded May 29, 1868. *John U. Malvin*
Clerk



No. 1645

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Alphonz. J. Dickerman* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Dickerman* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 53* and numbered *No. 1645* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Dickerman his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dickerman his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dickerman* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dickerman his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *June* in the year of our Lord one thousand eight hundred and *sixty-eight*.



J. W. Hickney, President.
John W. McAlvin, Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *Thos. G. Gerrish.*

Recorded June 6, 1868. John W. McAlvin, Clerk.

John H. Kimball

L. A. - 1641

Path 52

Not paid - \$35.

June 9, 1868

No.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of _____ dollars
paid to them by _____ of _____ the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said
and _____ heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called _____ and numbered _____
_____ on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee _____ heirs
and assigns at all seasonable times. The said lot of land containing _____
superficial square feet.

To have and to hold the afore-granted premises unto the said
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
_____ heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said _____ for the purposes above expressed; and
that they will warrant and defend the same unto the said _____
heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the _____ day of _____ in the year of our Lord one
thousand eight hundred and _____



President.

Clerk.

Executed and delivered in presence of

No. 1394

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *George F. Hunt* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hunt* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Charles Avenue* and numbered *No. 1394* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Hunt his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hunt his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hunt* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hunt his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *June* in the year of our Lord one thousand eight hundred and *sixty-eight*.



S. W. Stickney, President.

John U. McAlvin, Clerk.

Executed and delivered in presence of

Frederic T. Greenhalge.

Recorded June 8, 1868. 50 ct. Rev. Stamp.

John U. McAlvin, Clerk.

Grace.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Seventeen 50/100* dollars paid to them by *Mrs. W. U. Viney* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Viney* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 57.* and ~~numbered~~ *near of No. 1132* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *150* superficial square feet.

To have and to hold the afore-granted premises unto the said *Viney her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Viney her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Viney* for the purposes above expressed; and that they will warrant and defend the same unto the said *Viney her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *June* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



J. W. Stickney, President.
John U. McAlvin, Clerk.

Executed and delivered in presence of *George F. Richardson to M. M. M. M.*
Recorded *June 11, 1868.* 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

No. 1393

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *James Hopkins* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hopkins* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *No. 1393* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Hopkins* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hopkins* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hopkins* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hopkins* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *June* in the year of our Lord one thousand eight hundred and *Sixty-eight*



J. W. Stickney, President.
John U. McAlvin Clerk.

Executed and delivered in presence of *George Gardner.*

Recorded June 15, 1868. 50 c. Rev. Stamp.
John U. McAlvin, Clerk.

Space
~~20~~

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Orin F. Osgood* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Osgood* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *adjoining* *Rob* and numbered *728* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *309* superficial square feet.

To have and to hold the afore-granted premises unto the said *Osgood his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Osgood his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Osgood* for the purposes above expressed; and that they will warrant and defend the same unto the said *Osgood his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *third* day of *July* in the year of our Lord one thousand eight hundred and *sixty-eight*.



J. W. Hickney President.

John U. McAlvin Clerk.
50 c. Rev. Stamp.

Executed and delivered in presence of

George Gardner.

Recorded July 3, 1868. John U. McAlvin,
clerk.

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Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen ^{50/100} dollars paid to them by *Stephen Kimbale* of *Newburgh, C.* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Kimbale* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 20* and numbered *adjoining Lot 88* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *150* superficial square feet.

To have and to hold the afore-granted premises unto the said *Kimbale his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Kimbale his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Kimbale* for the purposes above expressed; and that they will warrant and defend the same unto the said *Kimbale his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *third* day of *July* in the year of our Lord one thousand eight hundred and *sixty-eight*.



L. W. Stickney President.

John A. McAlvin Clerk.

Executed and delivered in presence of *George Gardner*.

Recorded July 3, 1868. 50 ct. Rev. Stamp.
John A. McAlvin, Clerk.

No. 1395

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Jonathan T. Barnard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Barnard* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *No. 1395* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Barnard his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Barnard his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Barnard* for the purposes above expressed; and that they will warrant and defend the same unto the said *Barnard his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *July* in the year of our Lord one thousand eight hundred and *sixty-eight*.



J. W. Stickney President.

John U. McAlvin Clerk.

50 d. Rev. Harnp.

Executed and delivered in presence of *L. W. Huntington*

Recorded *July 9, 1868.* *John U. McAlvin*
Clerk.

Space



Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Eleven 66/100* dollars paid to them by *Mrs. James W. Green* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Green* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 57.* and numbered *rear of Lot, 1151.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *100* superficial square feet.

To have and to hold the afore-granted premises unto the said *Green her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Green her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Green* for the purposes above expressed; and that they will warrant and defend the same unto the said *Green her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *July* in the year of our Lord one thousand eight hundred and *sixty-eight*



J. W. Stickney, President.

John A. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *George Gardner.*

Recorded July 11, 1868. *John A. McAlvin,* Clerk.

No. 1194 Space adjoining.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Forty-six 66/100* dollars paid to them by *Willard Knowles* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Knowles* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 59* and numbered *No. 1194*, on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *400* superficial square feet.

To have and to hold the afore-granted premises unto the said *Knowles* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Knowles* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Knowles* for the purposes above expressed; and that they will warrant and defend the same unto the said *Knowles* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-second* day of *July* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



S. W. Hickney President.

John U. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *George Gardner*.

Recorded July 22. 1868. John U. McAlvin, Clerk.

Doc. A. 1.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Twenty five* dollars paid to them by *Robert J. Butcher* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Butcher* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *A. No. 1.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *309* superficial square feet.

To have and to hold the afore-granted premises unto the said *Butcher his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Butcher his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Butcher* for the purposes above expressed; and that they will warrant and defend the same unto the said *Butcher his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *August* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



L. W. Stickney President.

John U. McAlvin Clerk.

50 St. Rev. Hamp.

Executed and delivered in presence of *George Gardner.*

Recorded Aug. 27. 1868. John U. McAlvin.
clerk.

THE [illegible] OF [illegible]

[illegible text]

[illegible text]

[illegible text]

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[illegible text]

[illegible text]



96 35.
No. 2 A

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Twenty five* dollars paid to them by *Julius E. Conant* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Conant* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *A. No. 2.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *he* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Conant* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Conant* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Conant* for the purposes above expressed; and that they will warrant and defend the same unto the said *Conant* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty seventh* day of *August* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



L. W. Stickney President.
John H. Maloni Clerk.
To cl. Rev. Stamp.

Executed and delivered in presence of *Frank O. Butterfield*,
Recorded Aug. 27. 1868. *John H. Maloni*,
Clerk.

A. No. 3.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Twenty five* dollars paid to them by *Nathaniel P. Faxon* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Faxon* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *A. No. 3* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Faxon his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Faxon his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Faxon* for the purposes above expressed; and that they will warrant and defend the same unto the said *Faxon his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *August* in the year of our Lord one thousand eight hundred and *sixty-eight*.



S. W. Stickney President.
John U. McAlvin Clerk.
50 St. Rev. Stamp.

Executed and delivered in presence of *L. W. Huntington,*
Recorded Aug. 27. 1868. John U. McAlvin,
Clerk.

THE [illegible] OF [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]



96. 35.
A. No. 4.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Twenty-five* dollars paid to them by *Luther Richards* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Richards* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *A. No. 4* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Richards his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Richards his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Richards* for the purposes above expressed; and that they will warrant and defend the same unto the said *Richards his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *August* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



L. W. Stickney President.

John U. McAlvin Clerk.
50 c. Rev. Stamp.

Executed and delivered in presence of *Thos. G. Gerrish.*

Recorded Aug. 27, 1868. John U. McAlvin.
clerk.

THE [illegible] OF [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

82.08 26.25
No. 5. A

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Eight* ^{33/100} ~~ollars~~ paid to them by *Nathaniel Davis* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Davis* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *A. No. 5* ^{adj. I. Sweet's} on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~ 260 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Davis* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Davis* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Davis* for the purposes above expressed; and that they will warrant and defend the same unto the said *Davis* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *August* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



S. W. Stickney President.
John U. McAlvini Clerk.

Executed and delivered in presence of

Thos. G. Gerrish
Recorded Aug. 27, 1868. 50 ct. Rev. Stamp.
John U. McAlvini, Clerk.

2/11/1911

Dear Sir,

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above matter.

I am sorry to hear that you are having trouble with your machine. I will try to get it fixed for you as soon as possible.

I am, Sir, very respectfully,
Yours,
J. H. [Name]



Very truly yours,
J. H. [Name]

82.68

26.25

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Eight* ^{38/100} dollars paid to them by *George Runels* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Runels* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and *numbered* *adj. lot of Saml. Inceatt* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~ 260 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Runels* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Runels* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Runels* for the purposes above expressed; and that they will warrant and defend the same unto the said *Runels* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



S. W. Stickney, President.

John U. McAlvin, Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *Andrew F. Jewett.*

Recorded Nov. 16, 1868. *John U. McAlvin,*
Clerk.

82.08

26.25

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Eight* ^{33/100} dollars paid to them by *Hilleman Blough* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Blough* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and ~~numbered~~ *adj. lot of Geo. Runels* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *260* superficial square feet.

To have and to hold the afore-granted premises unto the said *Blough his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Blough his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Blough* for the purposes above expressed; and that they will warrant and defend the same unto the said *Blough his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



G. W. Stickney, President.
John U. McAlvin, Clerk.
50 St. Rev. Humph.

Executed and delivered in presence of *Andrew F. Jewett,*

Recorded Nov. 16, 1868. *John U. McAlvin,*
Clerk.

MEMORANDUM

TO THE HONORABLE SECRETARY OF THE INTERIOR
FROM THE CHIEF OF BUREAU OF LAND MANAGEMENT
SUBJECT: [Illegible]

[Illegible text block containing several paragraphs of a memorandum report]

Very respectfully,
[Illegible Signature]
[Illegible Title]



Space
~~No.~~

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *Eleven 67/100* dollars paid to them by *George J. Bonnis* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Bonnis* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 43. adjoining* and numbered *Lot No. 1482* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *100* superficial square feet.

To have and to hold the afore-granted premises unto the said *Bonnis his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bonnis his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bonnis* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bonnis his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *August* in the year of our Lord one thousand eight hundred and *sixty-eight*.



J. W. Stickney President.

John U. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Frank O. Butterfield.

Recorded Aug. 27, 1868. John U. McAlvin,
clerk.

THE HISTORY OF THE CITY OF BOSTON

From its first settlement in 1630 to the present time. The city of Boston, the largest and most important city in New England, has a rich and varied history. It was founded by a group of Puritan settlers who sought a place where they could practice their religion freely. The city grew rapidly, becoming a major center of trade and commerce. It played a key role in the American Revolution, and its history is filled with important events and figures. The city has a long and proud tradition, and its history is a testament to the spirit of the American people.



No. 570

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Mary Ann B. Tyler* of *Rhineford* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Tyler* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 570* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Tyler her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Tyler her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Tyler* for the purposes above expressed; and that they will warrant and defend the same unto the said *Tyler her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *August* in the year of our Lord one thousand eight hundred and *Sixty-eight*



J. W. Stickney

President.

John U. McAlvin

Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Aug. 27. 1868. John U. McAlvin.
clerk.

No. 1355

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *Thirty-five* dollars paid to them by *Alfred D. Chandler* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Chandler* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *1355* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Chandler his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Chandler his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Chandler* for the purposes above expressed; and that they will warrant and defend the same unto the said *Chandler his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Thirty-first* day of *August* in the year of our Lord one thousand eight hundred and *sixty-eight*.



S. W. Stickney, President.

John U. McAlvin, Clerk.

50 ct. Rev. Stamp.

George Gardner,
Executed and delivered in presence of

Recorded Aug. 31, 1868. John U. McAlvin,
clerk.

THE UNIVERSITY OF CHICAGO

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THE UNIVERSITY OF CHICAGO



No. 1396

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty, 34/100* dollars paid to them by *Charles W. Barnard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Barnard* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *No. 1396* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing — *260* — superficial square feet.

To have and to hold the afore-granted premises unto the said *Barnard* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Barnard* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Barnard* for the purposes above expressed; and that they will warrant and defend the same unto the said *Barnard* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *July* in the year of our Lord one thousand eight hundred and *sixty-eight*.



L. W. Stickney President.

John W. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *L. W. Huntington,*

Recorded *July 9, 1868.* *John W. McAlvin*
clerk.

THE HISTORY OF THE CITY OF BOSTON

FROM THE FIRST SETTLEMENT TO THE PRESENT TIME
BY NATHANIEL BENTLEY
IN TWO VOLUMES
VOL. II.
BOSTON: PUBLISHED BY J. B. BENTLEY, 1822.

The history of the city of Boston, from the first settlement to the present time, is a subject of great interest and importance. It is a subject which has attracted the attention of many writers, and which has been the subject of many valuable works. The history of the city of Boston is a subject which is of great interest to the people of the city, and which is of great importance to the people of the country. The history of the city of Boston is a subject which is of great interest to the people of the city, and which is of great importance to the people of the country.



No. 569

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-two* dollars paid to them by *Samuel Tyler* of *Chelmsford* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Tyler* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 569* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Tyler his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Tyler his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Tyler* for the purposes above expressed; and that they will warrant and defend the same unto the said *Tyler his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *August* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



L. W. Stickney President.

John U. McAlvin Clerk.

50 ct - Rev. Stamp.

George Gardner

Executed and delivered in presence of

Recorded Aug. 27. 1868. John U. McAlvin,
Clerk.

No. 571

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Mrs. Nathan Tyler of Chelmsford* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Tyler* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 571* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Tyler her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Tyler her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Tyler* for the purposes above expressed; and that they will warrant and defend the same unto the said *Tyler her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *August* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



S. W. Stickney President.

John W. McAlvin Clerk.

50 d. - Rev. Stamp.

George Gardner.

Executed and delivered in presence of

Recorded Aug. 27. 1868. John W. McAlvin.
Clerk.

No. 1640

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *David C. G. Field* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Field* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 52* and numbered *No. 1640* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Field his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Field his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Field* for the purposes above expressed; and that they will warrant and defend the same unto the said *Field his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *twenty-fifth* day of *September* in the year of our Lord one thousand eight hundred and *sixty-eight*.



J. W. Stickney President.

John U. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of *George Gardner.*

Recorded Sept. 25, 1868. John U. McAlvin.
clerk.

No. 1356

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *Augustus B. Foss* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Foss* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *No. 1356* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Foss his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Foss his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Foss* for the purposes above expressed; and that they will warrant and defend the same unto the said *Foss his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *September* in the year of our Lord one thousand eight hundred and *sixty-eight*.



L. W. Hickney President.
John A. McAlvin Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *George Gardner.*

Recorded Sept. 25. 1868. *John A. McAlvin,*
Clerk.

No 1357

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *John L. A. Hubbard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hubbard* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Cherlin Avenue* and numbered *No. 1357* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *— 300 —* superficial square feet.

To have and to hold the afore-granted premises unto the said *Hubbard his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hubbard his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hubbard* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hubbard his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk and their Common Seal to be hereto affixed, the *Twenty-fifth* day of *September* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



J. W. Hickney President.

John A. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of *Frank C. Butterfield.*

Recorded Sept. 25, 1868. John A. McAlvin.
clerk.

THE UNIVERSITY OF CHICAGO

PHILOSOPHY DEPARTMENT

1950-1951

1951-1952

1952-1953

1953-1954

1954-1955

1955-1956

1956-1957

No. 1128

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *William P. Davis* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Davis* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1128* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Davis his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Davis his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Davis* for the purposes above expressed; and that they will warrant and defend the same unto the said *Davis his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *October* in the year of our Lord one thousand eight hundred and *sixty-eight*



J. W. Stickney President.

John U. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Frank C. Butterfield.

Recorded Oct. 9. 1868. John U. McAlvin
clerk.

No. 1119 & Space adj.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Forty-six* ^{66/100} dollars paid to them by *Laura G. Marshall* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Marshall* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 64* and numbered *No. 1119 & Space adj.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *400* superficial square feet.

To have and to hold the afore-granted premises unto the said *Marshall her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Marshall her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Marshall* for the purposes above expressed; and that they will warrant and defend the same unto the said *Marshall her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *October* in the year of our Lord one thousand eight hundred and *sixty-eight*.



S. W. Stickney, President.

John E. McAlvin, Clerk.
50 ct Rev. Stamp.

George Gardner,

Executed and delivered in presence of

Recorded Oct. 9. 1868. John E. McAlvin,
Clerk

Received of the Treasurer of the County of ... the sum of ...

for the purchase of ...

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90. 35.
A. No. 10.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Twenty-five* dollars paid to them by *Thomas G. Gerrish* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Gerrish* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *A. No. 10.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *— 300 —* superficial square feet.

To have and to hold the afore-granted premises unto the said *Gerrish his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Gerrish his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Gerrish* for the purposes above expressed; and that they will warrant and defend the same unto the said *Gerrish his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk and their Common Seal to be hereto affixed, the *Fifteenth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



S. W. Stickney, President.
John U. McAlvin, Clerk.

Executed and delivered in presence of

Gilas Tyler Jr
Recorded Oct. 15. 1868. *John U. McAlvin,*
Clerk.

Memorandum

Received of the Hon. the Secretary of the Navy

the sum of \$100.00 for the purchase of a copy of the

Report of the Board of Commissioners of the Navy

for the year 1880

for the use of the

Library of the

Department of the Navy

at the rate of

one dollar per copy

for the purchase of a copy of the

Report of the Board of Commissioners of the Navy

for the year 1880

for the use of the

Library of the

Department of the Navy

at the rate of

one dollar per copy



No. 1123

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Oliver W. Flint* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Flint* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1123* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *Flint* his heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Flint* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Flint* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Flint* for the purposes above expressed; and that they will warrant and defend the same unto the said *Flint* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifteenth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



S. W. Stickney President.
John U. McAlvin Clerk.
50 c. Rev. Stamp.

Executed and delivered in presence of *Frank C. Butterfield*,

Recorded Oct. 15, 1868. John U. McAlvin,
clerk.

THE [illegible]

[The following text is extremely faint and illegible due to the quality of the scan. It appears to be a multi-paragraph document.]

[The following text is also extremely faint and illegible. It appears to be a concluding section or a signature block.]



No. 1122

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *George S. Cheney* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Cheney* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1122*, on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Cheney* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Cheney* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Cheney* for the purposes above expressed; and that they will warrant and defend the same unto the said *Cheney* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifteenth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



J. W. Stickney President.

John W. McAlvin Clerk.
50 c. Rev. Stamp.

Executed and delivered in presence of *Frank C. Butterfield*.

Recorded Oct. 15, 1868. *John W. McAlvin*,
Clerk.

THE UNIVERSITY OF CHICAGO

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No. 1121

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Charles W. Smith* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Smith* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1121* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

Smith *his* And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Smith* for the purposes above expressed; and that they will warrant and defend the same unto the said *Smith* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk and their Common Seal to be hereto affixed, the *Fifteenth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



G. W. Stickney President.

John W. McAlvin, Clerk.

50c. Res. Stamp.

Executed and delivered in presence of *Frank C. Butterfield*.

Recorded Oct. 15, 1868. *John W. McAlvin*, Clerk.

No. 1120

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *thirty-five* dollars paid to them by *Oliver S. Flint* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Flint* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1120* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Flint his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Flint his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Flint* for the purposes above expressed; and that they will warrant and defend the same unto the said *Flint his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifteenth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



S. W. Stickney President.

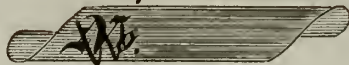
John U. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *Frank C. Butterfield.*

Recorded Oct. 15, 1868. John U. McAlvin,
clerk.

Space.



Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Seventeen 50/100* dollars paid to them by *Hugh Kelsey* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Kelsey* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 59.* and ~~and numbered~~ *adjoining No. 1194* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *150* superficial square feet.

To have and to hold the afore-granted premises unto the said *Kelsey his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Kelsey his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Kelsey* for the purposes above expressed; and that they will warrant and defend the same unto the said *Kelsey his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-eighth* day of *October* in the year of our Lord one thousand eight hundred and *Eighty-eight*.



G. W. Stickney, President.
John U. McAlvin, Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of

George Gardner.

Recorded Oct. 28, 1868. John U. McAlvin,
clerk.

Space
No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Cent ~~dollars~~ paid to them by M^{rs} M. Smith of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Smith and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered adj' Lot - 235 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Smith his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—That the said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Smith his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Smith for the purposes above expressed; and that they will warrant and defend the same unto the said Smith his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-eighth day of November in the year of our Lord one thousand eight hundred and Sixty-eight.



L. W. Stickney President.

John U. McAlvin Clerk.

So d. Rev. Stamp.

George Gardner.

Executed and delivered in presence of

Recorded Nov. 28. 1868. John U. McAlvin
clerk.

No. 1353

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *Thirty-five* dollars paid to them by *G. F. Tucker* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Tucker* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *1353* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *309* superficial square feet.

To have and to hold the afore-granted premises unto the said *Tucker* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Tucker* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Tucker* for the purposes above expressed; and that they will warrant and defend the same unto the said *Tucker* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-eighth* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



J. W. Stickney

President.

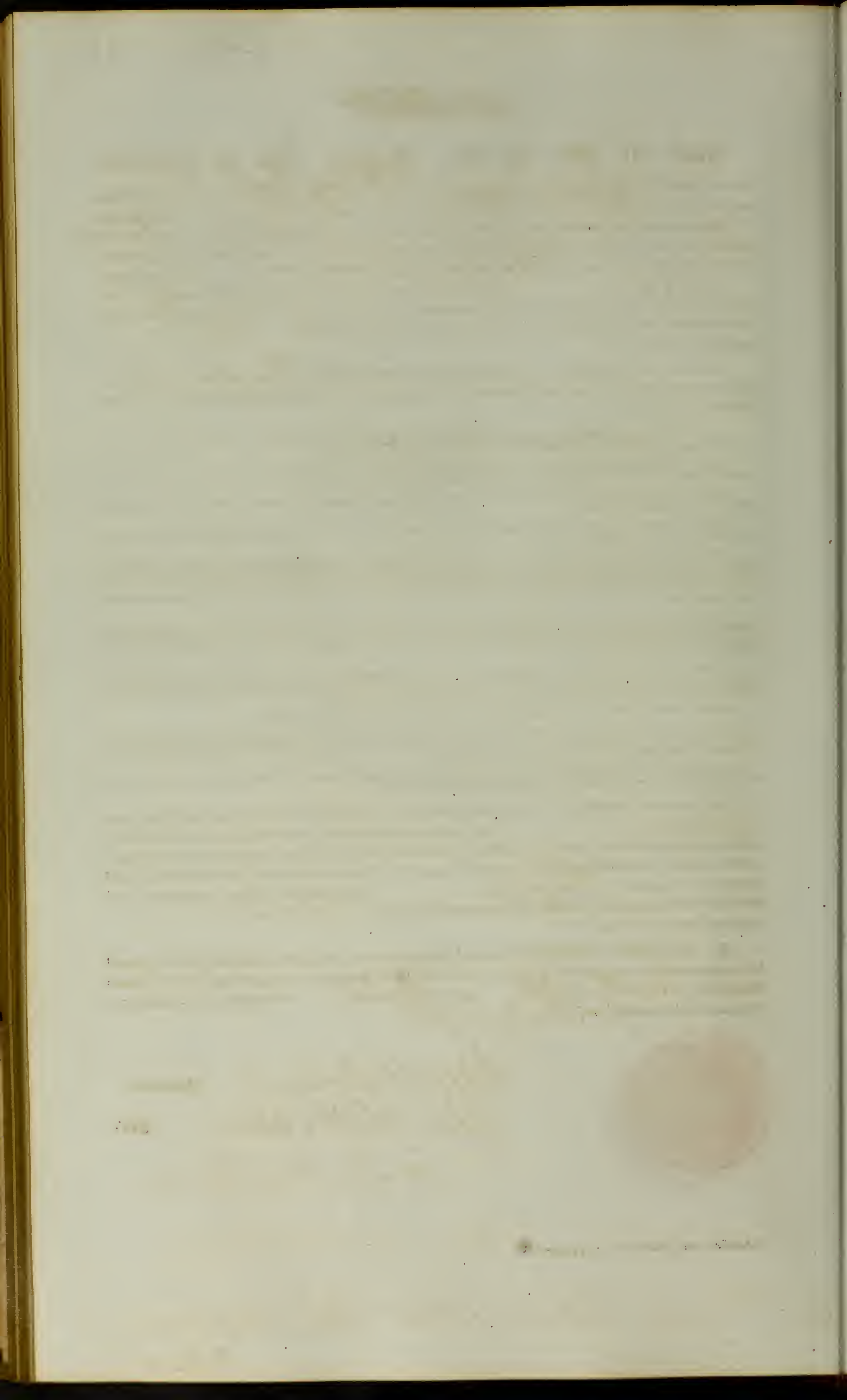
John U. McAlvin

Clerk.

To at. Rev. Stamp.

Executed and delivered in presence of

Recorded Oct. 28, 1868, John U. McAlvin
S. Clerk



Lot 46.67 Labor 82.33

No. 1354

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Forty-six 67/100* dollars paid to them by *Joseph Geo. W. Raynes of Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Raynes* and *heirs* and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *1354* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *heirs* and assigns at all seasonable times. The said lot of land containing *400* superficial square feet.

To have and to hold the afore-granted premises unto the said *Raynes* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Raynes* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Raynes* for the purposes above expressed; and that they will warrant and defend the same unto the said *Raynes* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Nineteenth* day of *June* in the year of our Lord one thousand eight hundred and *Sixty-nine*.



William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of *Samuel A. McPhetres*

Recorded June 19, 1869. John H. McAlvin.
clerk.

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Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Jonathan Ladd* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Ladd* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *adjoining No. 286.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~ 300 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Ladd his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Ladd his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Ladd* for the purposes above expressed; and that they will warrant and defend the same unto the said *Ladd his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Tenth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-eight.*



J. W. Hickney President.
John U. McAlvin, Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *Frank C. Butterfield.*

Recorded Dec. 23, 1868. John U. McAlvin,
clerk.

THE [illegible] OF [illegible]

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No. 1172

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Amos Rugg* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Rugg* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 59* and numbered *No. 1172* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Rugg his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Rugg his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Rugg* for the purposes above expressed; and that they will warrant and defend the same unto the said *Rugg his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Tenth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



J. W. Stickney, President.

John U. McAlvin, Clerk.

50 St. Rev. Hamp.

Executed and delivered in presence of *A. U. Chase*

Recorded Nov. 10, 1868. John U. McAlvin,
Clerk.

THE [illegible] OF [illegible]

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No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Eight* ^{33/100} dollars paid to them by *Samuel Sweatt* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Sweatt* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *adj. C. 1 of Nathl Davis* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~260~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Sweatt his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sweatt his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sweatt* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sweatt his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



J. W. Hickney, President.

John A. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of *Andrew F. Jewett,*

Recorded Nov. 16, 1868. John A. McAlvin,
clerk.

THE [illegible] OF [illegible]

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No. 496

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Edward E. Reed* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Reed* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 9* and numbered *No. 496* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Reed his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Reed his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Reed* for the purposes above expressed; and that they will warrant and defend the same unto the said *Reed his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-eight*.



J. W. Stickney, President.
John U. McAlvin, Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of

Silas Tyler Jr

Recorded Nov. 16, 1868. John U. McAlvin,
clerk.

THE [illegible] OF [illegible]

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No. A. 5 and 6.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Two Hundred Fifty* dollars paid to them by *Jonathan Hope* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hope* and his heirs and assigns, *one lot* of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *A. No 5 and 6* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *600* superficial square feet.

To have and to hold the afore-granted premises unto the said *Hope* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—That the said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hope* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hope* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hope* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *August*—in the year of our Lord one thousand eight hundred and *Sixty-eight*.



J. W. Stickney, President.

John A. McAlvin, Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of

Silas Tyler, Jr.

Recorded Aug. 27, 1868. John A. McAlvin,
Clerk.

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No. 927

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Harlin Pillsbury* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Pillsbury* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *927* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee and assigns at all seasonable times. The said lot of land containing *~300~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Pillsbury* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Pillsbury* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Pillsbury* for the purposes above expressed; and that they will warrant and defend the same unto the said *Pillsbury* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixteenth* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-nine*.



William A. Burke President.

John U. Malouin Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *Geo Gardner*

Recorded Nov. 16, 1869. John U. Malouin, Clerk.

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No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen ^{50/100} dollars paid to them by E. W. Hale of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hale and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 15 and numbered rear of Lot 581 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 150 superficial square feet.

To have and to hold the afore-granted premises unto the said Holt his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Holt his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said Holt for the purposes above expressed; and that they will warrant and defend the same unto the said Holt his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of December in the year of our Lord one thousand eight hundred and sixty-eight.



L. W. Stickney, President.
John U. McAlvin, Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of

Henry J. McAlvin.

Recorded Dec. 8, 1868. John U. McAlvin.
Clerk.

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No. 495

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Enos W. Adams* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Adams* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 9.* and numbered *No. 495* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~ 300 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Adams* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Adams* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Adams* for the purposes above expressed; and that they will warrant and defend the same unto the said *Adams* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Tenth* day of *June* in the year of our Lord one thousand eight hundred and *sixty-nine*



William A. Burke President.

John W. Malvin, Clerk.
50 d Rev Stamp.

Executed and delivered in presence of *D. S. Spalding*

Recorded June 10. 1869.
John W. Malvin, Clerk.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Harlin Pillsbury* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Pillsbury* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *928* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *~ 300 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Pillsbury* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Pillsbury* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Pillsbury* for the purposes above expressed; and that they will warrant and defend the same unto the said *Pillsbury* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-sixth* day of *December* in the year of our Lord one thousand eight hundred and *sixty-eight*.



Samuel W. Stickney President.
John U. Malown Clerk.

Executed and delivered in presence of *Geo. Gardiner*
50 St. Rev. Hamp.

Recorded Dec. 26, 1868. *John U. Malown*
Clerk.

No. 14. A.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Twenty five* dollars paid to them by *Robt. B. Caverly* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Caverly* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *A. No. 14*, *the same being a corner lot* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Caverly his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Caverly his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Caverly* for the purposes above expressed; and that they will warrant and defend the same unto the said *Caverly his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifth* day of *January* in the year of our Lord one thousand eight hundred and *Sixty-nine*.



L. W. Stickney President.

John W. McAlvin Clerk.

For At. Rev. Stamp,

Executed and delivered in presence of

G. A. McPhetres,

Record & Sept. 14, 1869. John W. McAlvin,
clerk.

No. 1173

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Levi B. Tynge and Charles H. Tynge* of *Larade* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Tynge's* and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and numbered *No. 1173* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Tynge & Tynge their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— That the said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Tynge & Tynge their* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Tynge & Tynge* for the purposes above expressed; and that they will warrant and defend the same unto the said *Tynge & Tynge their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighteenth* day of *January* in the year of our Lord one thousand eight hundred and *Sixty-nine*.



L. W. Stickney, President.

John U. McAlvin, Clerk.
50 & Rev. Hamp.

Executed and delivered in presence of *Frank C. Butterfield.*

Recorded Jan. 18. 1869. John U. McAlvin
clerk

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35.
No. 11. A.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred and Twenty-five* dollars paid to them by *Joseph G. Brown* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Brown* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 11. A.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Brown his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Brown his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Brown* for the purposes above expressed; and that they will warrant and defend the same unto the said *Brown his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-eighth* day of *January* in the year of our Lord one thousand eight hundred and *Sixty-nine*.

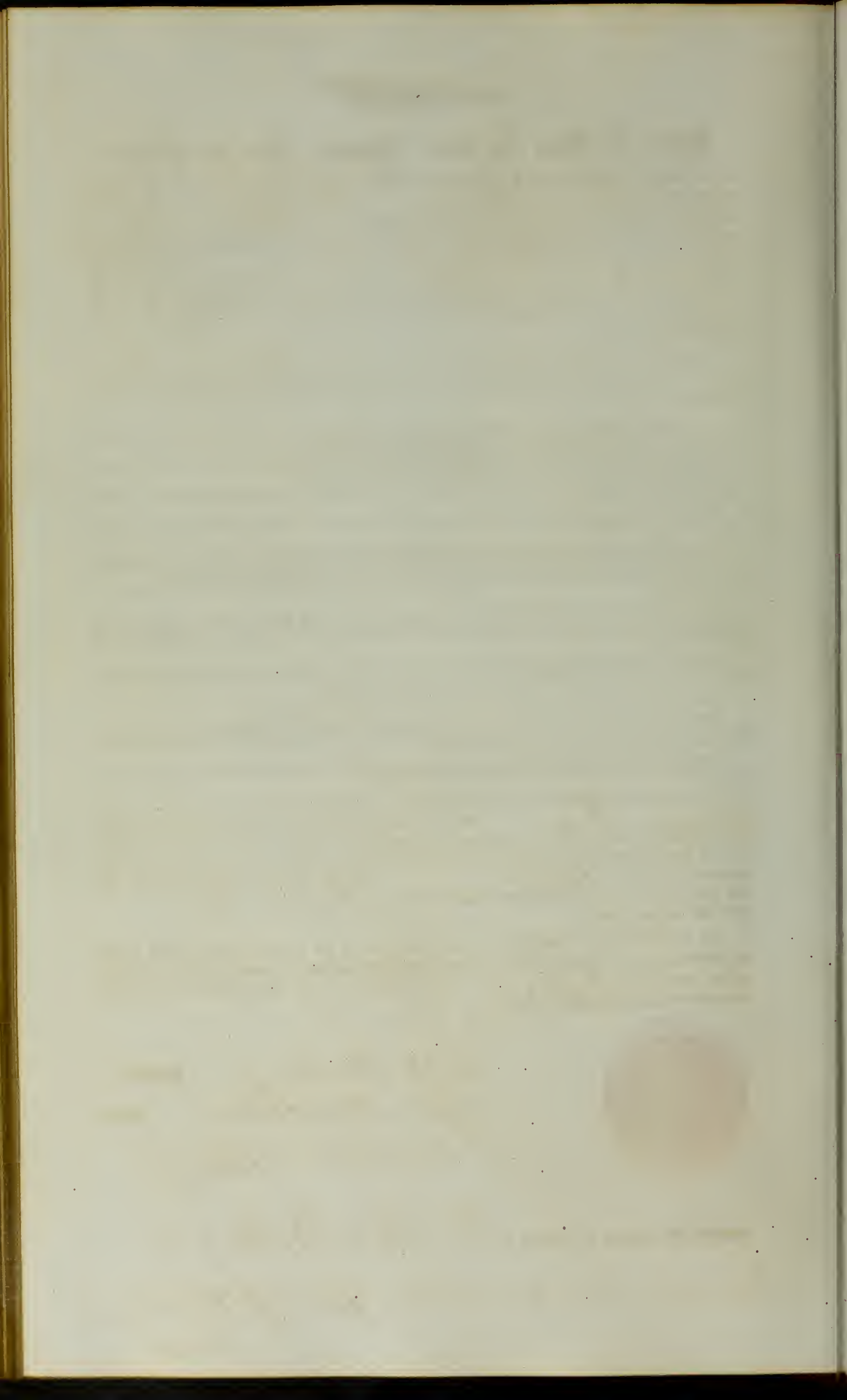


L. W. Hickney President.

John U. McAlvni Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *Frank C. Butterfield,*

Recorded Jan. 28, 1869. John U. McAlvni
clerk.



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Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *Twenty five* ^{50/100} dollars paid to them by *Sarah J. Bombs of New Albany Ind* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Bombs* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and *numbered* *adjoining Lot 88* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *150* superficial square feet.

To have and to hold the afore-granted premises unto the said *Bombs their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bombs their* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bombs* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bombs their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-third* day of *February* in the year of our Lord one thousand eight hundred and *Sixty-nine*.

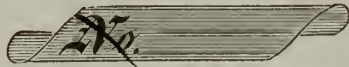


L. W. Hickney President.
John U. McAlwin Clerk.
50 ct. Res. Hamp.

Executed and delivered in presence of *Wm M Smith*

Recorded Feby 23, 1869. John U. McAlwin.
clerk.

Yhae



Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen ^{50/100} dollars paid to them by James M. Hardy of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hardy and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 59 and numbered Adjoining Lot 1172 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~150~ superficial square feet.

To have and to hold the afore-granted premises unto the said Hardy his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hardy his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hardy for the purposes above expressed; and that they will warrant and defend the same unto the said Hardy his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fourth day of February in the year of our Lord one thousand eight hundred and Sixty-nine.



S. W. Stickney President.

John U. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Wm M. Smith.

Recorded Feby 24. 1869. John U. McAlvin.
Clerk.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of _____ dollars
 paid to them by _____ of _____ the receipt
 of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said
 and _____ heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
 situated on the way called _____ and numbered _____
 on the plan of said Cemetery, drawn by Butterfield & Clark,
 which plan is in the possession of said Corporation, for inspection by the said grantee _____ heirs
 and assigns at all seasonable times. The said lot of land containing _____
 superficial square feet.

To have and to hold the afore-granted premises unto the said
 heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
 following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
 ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
 lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
 trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
 shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
 found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
 Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
 heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
 to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
 detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
 being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
 detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
 determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
 shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
 advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
 other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
 heirs and assigns that they are lawfully seized of the afore-
 granted premises, and of the ways leading to the same from the highway in fee simple; that they
 are free from all incumbrances; that the said Corporation have a right to sell and convey the said
 premises to the said _____ for the purposes above expressed; and
 that they will warrant and defend the same unto the said
 heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
 this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
 affixed, the _____ day of _____ in the year of our Lord one
 thousand eight hundred and _____



President.

Clerk.

Executed and delivered in presence of

No. 12 A

Know all Men by these Presents, That the Proprietors, of the LOWELL CEMETERY, in consideration of *One Hundred Twenty-five* dollars paid to them by *Oliver Ellis* of *Fitchburg* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Ellis* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 12 A* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Ellis* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Ellis* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Ellis* for the purposes above expressed; and that they will warrant and defend the same unto the said *Ellis* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-first* day of *April* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke President.
John H. McAlvin Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *Samuel A. McPhetres.*

Recorded April 21, 1869.

John H. McAlvin, Clerk.

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35. 90
No. 13. A.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Twenty-five* dollars paid to them by *A. L. Waite* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Waite* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 13. A.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Waite his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Waite his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Waite* for the purposes above expressed; and that they will warrant and defend the same unto the said *Waite his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *20th* day of *April* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke President.

John U. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of *Charles E. Dudley.*

Recorded April 29. 1869. John U. McAlvin, Clerk.

Enoch B. Carter

479 Path No. 7

April 30. 1869

Paid 35.00

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of _____ dollars paid to them by _____ of _____ the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said _____ and _____ heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called _____ and numbered _____ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee _____ heirs and assigns at all seasonable times. The said lot of land containing _____ superficial square feet.

To have and to hold the afore-granted premises unto the said _____ heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee _____ heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said _____ heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said _____ for the purposes above expressed; and that they will warrant and defend the same unto the said _____ heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the _____ day of _____ in the year of our Lord one thousand eight hundred and _____



William A. Burke President.

Clerk.

Executed and delivered in presence of

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of _____ dollars paid to them by _____ of _____ the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said _____ and _____ heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called _____ and numbered _____ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee _____ heirs and assigns at all seasonable times. The said lot of land containing _____ superficial square feet.

To have and to hold the afore-granted premises unto the said _____ heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee _____ heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said _____ heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said _____ for the purposes above expressed; and that they will warrant and defend the same unto the said _____ heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the _____ day of _____ in the year of our Lord one thousand eight hundred and _____



President.

Clerk.

Executed and delivered in presence of

No. 497

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-two* dollars paid to them by *John S. Rugg* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Rugg* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 9.* and numbered *#497* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *-300-* superficial square feet.

To have and to hold the afore-granted premises unto the said *Rugg his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Rugg his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Rugg* for the purposes above expressed; and that they will warrant and defend the same unto the said *Rugg his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *January* in the year of our Lord one thousand eight hundred and *Seventy.*



William A. Burke President.

John H. McAlwin, Clerk.

50 ct. Rev. Stamp.

Geo. Gardner

Executed and delivered in presence of

Recorded Jan. 8. 1870. John H. McAlwin,
clerk

Handwritten text, mostly illegible due to fading. The text appears to be organized into several paragraphs, with some lines indented. There are some faint markings that could be initials or small drawings interspersed within the text.



Additional handwritten text at the bottom of the page, continuing the narrative or list from the upper section. The handwriting is consistent with the rest of the document.

Space.



Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Eighteen 67/100* dollars paid to them by *Samner Uylan* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Uylan* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *adj. Lot 168* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~ 160 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Uylan his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Uylan his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Uylan* for the purposes above expressed; and that they will warrant and defend the same unto the said *Uylan his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *May* in the year of our Lord one thousand eight hundred and *Sixty-nine*.



William A. Burke President.

John U. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *Geo. Gardner.*

Recorded May 11, 1869. John U. McAlvin.
clerk.

No. 161

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-two* dollars paid to them by *Burnham C. Benner* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Benner* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 26.* and numbered *No. 161,* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Benner his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Benner his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Benner* for the purposes above expressed; and that they will warrant and defend the same unto the said *Benner his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fourteenth* day of *December* in the year of our Lord one thousand eight hundred and *Sixty-nine*



William A. Burke President.

John H. McAlwin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *Franklin Davis,*

Recorded Dec. 14, 1869. John H. McAlwin,
Clerk.

THE [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]



No. 1579

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Milo G. Walleth* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Walleth* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1579* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Walleth* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Walleth* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Walleth* for the purposes above expressed; and that they will warrant and defend the same unto the said *Walleth* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *eighteenth* day of *May* in the year of our Lord one thousand eight hundred and *sixty-nine*



William A. Burke President.

John U. McAlvin Clerk.

50 c. Rev Stamp.

Executed and delivered in presence of *Josiah Corner*

Recorded June 2, 1869. *John U. McAlvin*, Clerk.

THE [illegible]

[The following text is extremely faint and largely illegible due to the quality of the scan. It appears to be a formal document or letter, possibly containing a list or a series of paragraphs.]

[The bottom section of the page contains additional faint text, which is also illegible. It may represent a signature block or a concluding paragraph.]

No. 159

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Arthur H. Campbell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 26* and numbered *No. 159* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *~ 300 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Woll-Hamphre* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Woll-Hamphre* for the purposes above expressed; and that they will warrant and defend the same unto the said *Woll-Hamphre* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Third* day of *July* in the year of our Lord one thousand eight hundred and *sixty-nine*.



Wm A. Burke President.

John H. McAlvin Clerk.
50 St. Rev. Hamp.

Executed and delivered in presence of

Recorded Aug. 3, 1869. John H. McAlvin
clerk.

MEMORANDUM

TO : THE SECRETARY OF THE ARMY
FROM : THE CHIEF OF STAFF
SUBJECT: [Illegible]
[The following text is extremely faint and largely illegible. It appears to be a memorandum detailing military operations or administrative matters, possibly related to the Vietnam War given the context of the document's appearance. Key words like "operations", "troops", and "status" are faintly visible.]

Very truly yours,
[Illegible Signature]



No. 160

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *One Hundred Forty* dollars paid to them by *Samuel J. Freeman* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Freeman* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 26* and numbered *Lot No. 160* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *— 300 —* superficial square feet.

To have and to hold the afore-granted premises unto the said *Freeman* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Freeman* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Freeman* for the purposes above expressed; and that they will warrant and defend the same unto the said *Freeman* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *October* in the year of our Lord one thousand eight hundred and *Sixty-nine*.



William A. Burke President.
John U. McAlvin Clerk.
59 ch Rev Stamp

Executed and delivered in presence of *B. Marvel*.

Recorded Oct. 11, 1869, John U. McAlvin
Clerk.

No. 1575

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of ~~Twenty~~ *thirty five* dollars paid to them by *Benj. M. Dickey* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Dickey* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and numbered *No. 1575* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Dickey his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— That the said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dickey his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dickey* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dickey his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *July* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke President.

John U. McAlvin Clerk.
50 d. Rev. Stamp.

Executed and delivered in presence of

Samuel A. McPhetres,

Recorded July 6. 1869. John U. McAlvin,
Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *Thirty-five* dollars paid to them by *Wm Bass* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Bass* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Howard Avenue* and numbered *adj. space of D.D. Crombie* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *- 300 -* superficial square feet.

To have and to hold the afore-granted premises unto the said *Bass his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Bass his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Bass* for the purposes above expressed; and that they will warrant and defend the same unto the said *Bass his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *22d* day of *July* in the year of our Lord one thousand eight hundred and *sixty-nine*.



Wm A. Burke, President.

John H. Walvin Clerk.
50 St. Rev. Hamp.

Executed and delivered in presence of *Geo. E. Greenleaf.*

Recorded July 22. 1869. J. H. Walvin,
clerk.

No. 1129

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *James M. Wome* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wome* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1129* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Wome* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wome* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Wome* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wome* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Tenth* day of *January* in the year of our Lord one thousand eight hundred and *Seventy*,



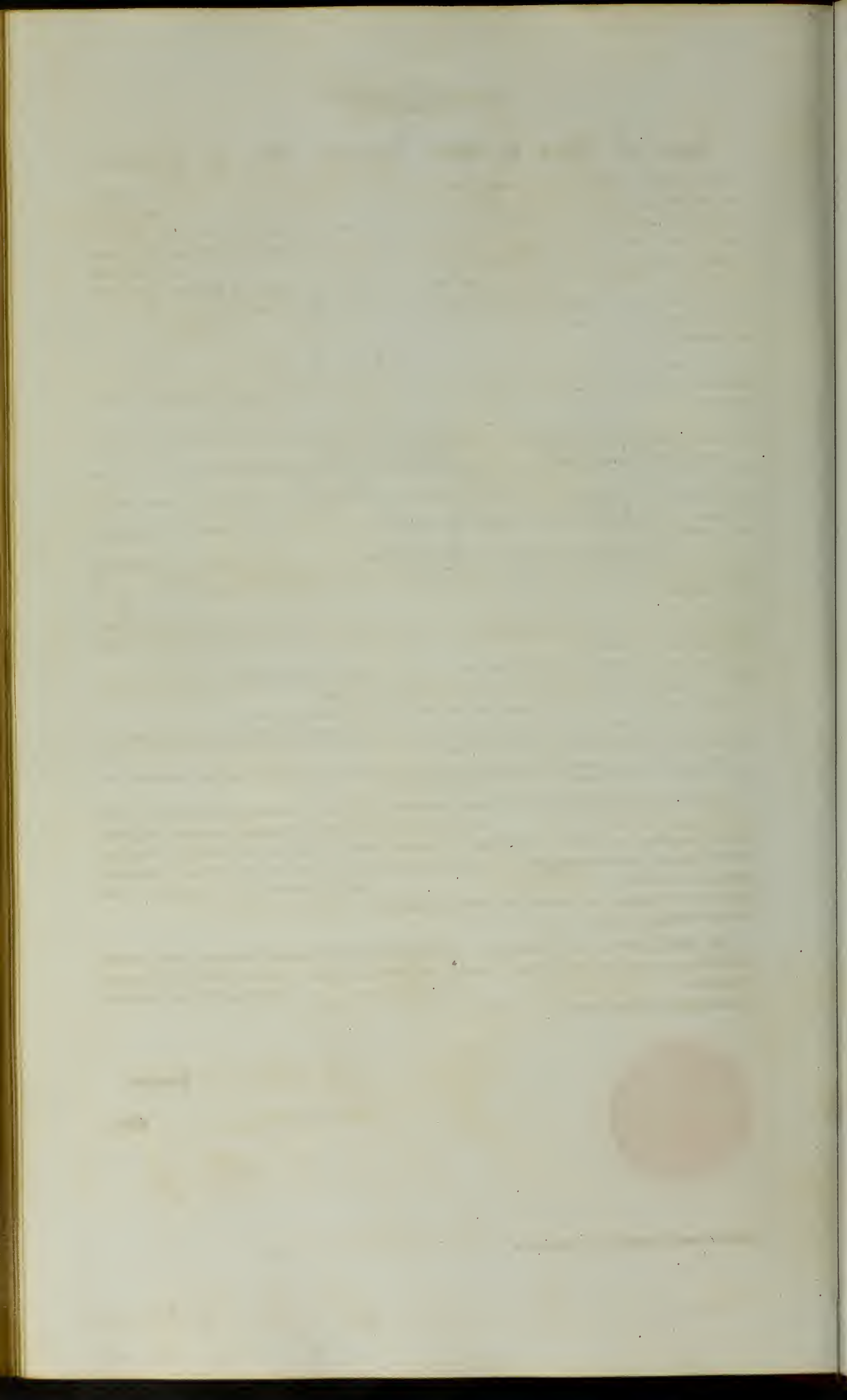
William A. Burke President.

John U. Malvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *Geo. Gardner*

Recorded Jan. 10, 1870. John U. Malvin, Clerk.



Space



Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *Abolt A. Sawtelle* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Sawtelle* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Howard Avenue* and *Numbered* *Lot of Mrs Bass* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — That the said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sawtelle* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sawtelle* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sawtelle* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *January* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.
John U. McAlvin Clerk.
50 c. Rev. Stamp.

Executed and delivered in presence of

Geo Gardner
Recorded Jan. 8. 1870. John U. McAlvin.
Clerk.

No. 1580 & Space adj.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Fifty-two 50/100 dollars paid to them by A. J. Caffrey & W. P. Merrill the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Merrill & Caffrey and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1580 & Space adj. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said granted their heirs and assigns at all seasonable times. The said lot of land containing 450 superficial square feet.

To have and to hold the afore-granted premises unto the said Merrill & Caffrey heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Merrill & Caffrey heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Merrill & Caffrey for the purposes above expressed; and that they will warrant and defend the same unto the said Merrill & Caffrey heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Third day of August in the year of our Lord one thousand eight hundred and sixty-nine.

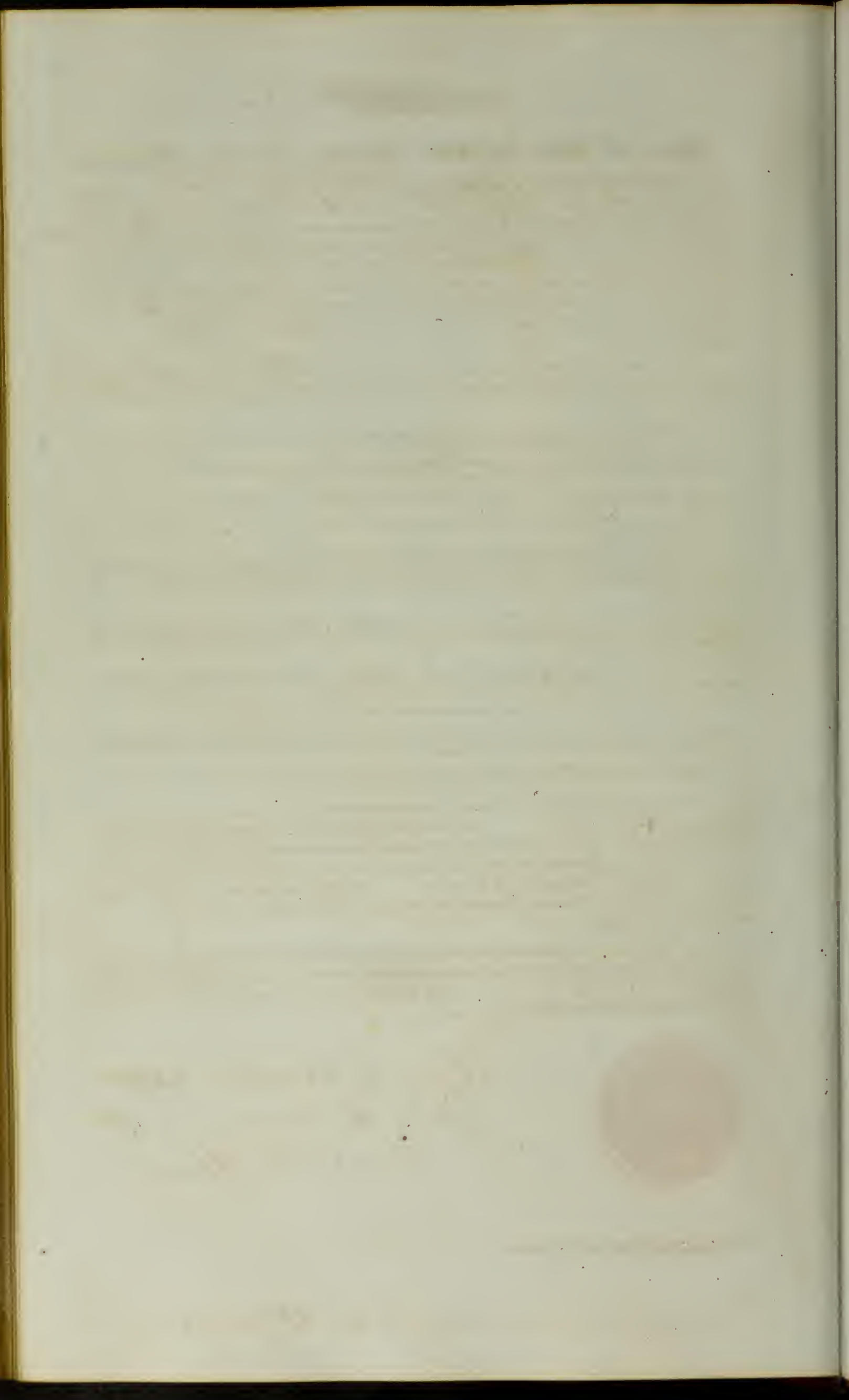


Wm A. Burke President.

John U. McAlvin Clerk.
50 c. Rev. Stamp.

Executed and delivered in presence of

Recorded Aug. 3, 1869. John U. McAlvin,
clerk.



Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *Charles J. Swinelle* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Swinelle* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Lincoln Avenue (Berlin)* and *numbered adj.* *lot of D. West #940* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Swinelle* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Swinelle* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Swinelle* for the purposes above expressed; and that they will warrant and defend the same unto the said *Swinelle* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Tenth* day of *January* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John U. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *Geo. Gardner*.

Recorded Jan. 10, 1870. John U. McAlvin, Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of *One Hundred Ten* dollars

paid to them by *Mrs. L. A. Sawyer* of *Lowell* the receipt

of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Sawyer*

and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,

situated on the way called *Overline Avenue* and numbered

near Lot of O. Ingle on the plan of said Cemetery, drawn by Butterfield & Clark,

which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs

and assigns at all seasonable times. The said lot of land containing *300*

superficial square feet.

To have and to hold the afore-granted premises unto the said *Sawyer her*

heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges

following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be bolden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Sawyer her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Sawyer* for the purposes above expressed; and that they will warrant and defend the same unto the said *Sawyer her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *October* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke President.

John U. McAlvin, Clerk.

To be Rev. Stamp.

Executed and delivered in presence of *B. Marvel,*

Recorded Oct. 14. 1869. John U. McAlvin,
Clerk.

[The text on this page is extremely faint and illegible. It appears to be a multi-paragraph document, possibly a letter or a report, with several lines of text visible across the page. The content is too faded to transcribe accurately.]

No. 1641

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Thirty* dollars paid to them by *Francis W. & Fred. W. Robinson of Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 52* and numbered *#1641* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Robinson* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Robinson* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Robinson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Robinson* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *25th* day of *September* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke President.

John U. McAlvin Clerk.

50 ct. Rev. Stamp

Executed and delivered in presence of

Recorded Nov. 6. 1869. John U. McAlvin
clerk.

Space



Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Seventy-five* dollars paid to them by *Mrs. A. P. Moody* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Moody* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and numbered *adj. A. G. Stiles Lot* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *- 150 -* superficial square feet.

To have and to hold the afore-granted premises unto the said *Moody her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Moody her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Moody* for the purposes above expressed; and that they will warrant and defend the same unto the said *Moody her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *8th* day of *Oct.* in the year of our Lord one thousand eight hundred and *Sixty-nine*.



Wm A. Burke, President.

John W. McAlvin, Clerk.

50 ct. Res. Stamp.

Executed and delivered in presence of *E. Boyden*.

Recorded Oct. 8, 1869. J. W. McAlvin.
clerk.

Space
No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twenty-four* dollars paid to them by *Paris H. Taylor* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Taylor* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Lot-2009* and *numbered adj.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *200* superficial square feet.

To have and to hold the afore-granted premises unto the said *Taylor his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Taylor his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Taylor* for the purposes above expressed; and that they will warrant and defend the same unto the said *Taylor his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *September* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke, President.

John A. McAlvin, Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of

Geo. Gardner

Recorded Sept. 8. 1869, John A. McAlvin,
Clerk.

THE [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]



[illegible text]

Space
~~Do.~~

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *William A. Wright* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Wright* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *adj.* *R. J. Butcher's Lot* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Wright his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Wright his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Wright* for the purposes above expressed; and that they will warrant and defend the same unto the said *Wright his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty first* day of *December* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke President.

John U. McAlvin Clerk.
50 St. Rev. Stamp.

Executed and delivered in presence of

Samuel A. McPhetres

Recorded Dec. 21, 1869. John U. McAlvin, Clerk.

DECLARATION

I, the undersigned, do hereby declare that the foregoing is a true and correct copy of the original as the same appears in the records of the Court of the County of [] State of []

Witness my hand and seal of office this [] day of [] 19[]

Notary Public for the State of []

My commission expires on the [] day of [] 19[]

Subscribed and sworn to before me this [] day of [] 19[]

Notary Public for the State of []

My commission expires on the [] day of [] 19[]

Subscribed and sworn to before me this [] day of [] 19[]

Notary Public for the State of []

My commission expires on the [] day of [] 19[]

Subscribed and sworn to before me this [] day of [] 19[]

Notary Public for the State of []

My commission expires on the [] day of [] 19[]

Subscribed and sworn to before me this [] day of [] 19[]

Notary Public for the State of []

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Thirty-four* ^{80/100} dollars paid to them by *Mrs Laniel Burbank* of *Lancaster* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Burbank* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Tuckerman Avenue* and numbered *adj' lot- 318* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *— 290 —* superficial square feet.

To have and to hold the afore-granted premises unto the said *Burbank her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Burbank her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Burbank* for the purposes above expressed; and that they will warrant and defend the same unto the said *Burbank her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Third* day of *October* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke President.

John A. McAlvin Clerk.
To be Rev Stamp,

Executed and delivered in presence of *B. Marvel*

Recorded Oct. 3, 1869. John A. McAlvin
clerk

MEMORANDUM

TO : [illegible]
FROM : [illegible]
SUBJECT : [illegible]

[The following text is extremely faint and largely illegible. It appears to be a memorandum detailing a project or administrative matter, with several paragraphs of text.]



No. 906.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Ten* dollars paid to them by *Charles E. Brown* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Brown* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 36* and numbered *No. 906* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Brown his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Brown his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Brown* for the purposes above expressed; and that they will warrant and defend the same unto the said *Brown his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eleventh* day of *January* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke, President.

John U. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *Bradford Marvel*.

Recorded Jan. 11, 1870. *John U. McAlvin*.
Clerk.

Space
No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *Seventy-four* dollars paid to them by *Asa C. Russell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Russell* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50, adjoining* and numbered *B. M. Drickey's lot* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *150* superficial square feet.

To have and to hold the afore-granted premises unto the said *Russell his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Russell his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Russell* for the purposes above expressed; and that they will warrant and defend the same unto the said *Russell his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *21st* day of *September* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke President.
John U. McAlwin Clerk.

To At. Rev. Stamp,

Executed and delivered in presence of

Recorded Oct 29. 1869. John U. McAlwin
clerk

THE [illegible] OF [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]



Space.
No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Sixty* dollars paid to them by *Daniel S. Colby* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Colby* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *North Main Wash. Av.* and numbered *adj. lot 1580* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Colby* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Colby* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Colby* for the purposes above expressed: and that they will warrant and defend the same unto the said *Colby* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Thirtieth* day of *September* in the year of our Lord one thousand eight hundred and *sixty-nine*.



William A. Burke President.

John U. McAlwin Clerk.
50 St. Rev. Hamp.

Executed and delivered in presence of *S. A. McPhetres*

Recorded Sept. 30. 1869. John U. McAlwin.
clerk.



No. 577

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Eighty* dollars paid to them by *Joseph C. Healey* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Healey* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 577* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Healey his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Healey his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Healey* for the purposes above expressed; and that they will warrant and defend the same unto the said *Healey his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *December* in the year of our Lord one thousand eight hundred and *Sixty-nine*.



William A. Burke President.

John U. McAlvin Clerk.
50 St. Rev. Hamp.

Executed and delivered in presence of *Geo. Gardner,*

Recorded Dec. 8. 1869. John U. McAlvin,
clerk.

Nos 1475 and 1476

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Three Hundred* dollars paid to them by *Phineas Whiting & Sarah Cof Whiting* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Whiting's* and *their* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 42* and numbered *1475 & 1476* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *their* heirs and assigns at all seasonable times. The said lot of land containing *660* superficial square feet.

To have and to hold the afore-granted premises unto the said *Whiting's* *their* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Whiting's* *their* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Whiting's* for the purposes above expressed; and that they will warrant and defend the same unto the said *Whiting's* *their* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-seventh* day of *November* in the year of our Lord one thousand eight hundred and *Sixty-nine*.



William A. Burke President.

John U. McAlvin Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *Geo. Gardner.*

Recorded Nov. 27. 1869. John U. McAlvin,
clerk.

Lot 33 x 20

THE [illegible] OF [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]



2310.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Ten* dollars paid to them by *Thomas Paul* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Paul* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 70.* and numbered *No 310.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Paul* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee being and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Paul* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Paul* for the purposes above expressed; and that they will warrant and defend the same unto the said *Paul* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Eighth* day of *February* in the year of our Lord one thousand eight hundred and *Seventy*



William A. Burke President.

John U. McAlvin Clerk.

To At. Rev. Stamp.

Geo Gardner.

Executed and delivered in presence of

Recorded Feb'y 8. 1870.

John U. McAlvin, Clerk.

This deed was issued upon the surrender of a Certificate held by Harlin Pillsbury. No money received.

THE [illegible] OF [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

No. 1589

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *Eleanor M. Thomas* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Thomas* and *her* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50.* and numbered *No. 1589* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Thomas her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Thomas her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Thomas* for the purposes above expressed; and that they will warrant and defend the same unto the said *Thomas her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifteenth* day of *February* in the year of our Lord one thousand eight hundred and *Seventy.*



William A. Burke President.

John U. McAlvin Clerk.

50 ct. - Rev. Stamp.

Executed and delivered in presence of *Geo. Gardner.*

Recorded Feby 15. 1870. John U. McAlvin,
clerk.

MEMORANDUM

TO THE HONORABLE SECRETARY OF THE INTERIOR
FROM THE COMMISSIONER OF THE GENERAL LAND OFFICE
SUBJECT: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]



No. 1588

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *George Ashworth* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Ashworth* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50.* and numbered *No. 1588.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Ashworth his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Ashworth his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Ashworth* for the purposes above expressed; and that they will warrant and defend the same unto the said *Ashworth his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Seventeenth* day of *Feby* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John U. McAlvin Clerk.

50 ct. Rev. Stamp.

Geo. Gardner,

Executed and delivered in presence of

Recorded Feby 17. 1870. John U. McAlvin,
clerk.

No. 1587

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *Jager Ashworth* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Ashworth* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 56* and numbered *No. 1587.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Ashworth his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Ashworth his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Ashworth* for the purposes above expressed; and that they will warrant and defend the same unto the said *Ashworth* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-first* day of *February* in the year of our Lord one thousand eight hundred and *Seventy.*



William A. Burke President.

John H. McAlmon Clerk.

50 c. Rev. Hunt

Executed and delivered in presence of *Geo. Gardner*

Recorded Feby 21, 1870. *John H. McAlmon*
Clerk

THE [illegible] OF [illegible]

[illegible text]

[illegible text]

[illegible text]

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No. 1586

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred & Fifty* dollars paid to them by *Albin J. Dudley* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Dudley* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50*, and numbered *No 1586* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *3000* superficial square feet.

To have and to hold the afore-granted premises unto the said *Dudley his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Dudley his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Dudley* for the purposes above expressed; and that they will warrant and defend the same unto the said *Dudley his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-first* day of *February* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John W. McAlvin Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *Geo. Gardner*

Recorded Feby 21. 1870. John W. McAlvin, Clerk.

THE [illegible] OF [illegible]

[illegible text]

[illegible text]

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[illegible text]

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[illegible text]

[illegible text]

[illegible text]



Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of _____ dollars paid to them by _____ of _____ the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said _____ and _____ heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called _____ and numbered _____ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee _____ heirs and assigns at all seasonable times. The said lot of land containing _____ superficial square feet.

To have and to hold the afore-granted premises unto the said _____ heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee _____ heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said _____ heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said _____ for the purposes above expressed; and that they will warrant and defend the same unto the said _____ heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the _____ day of _____ in the year of our Lord one thousand eight hundred and _____



President.

Clerk.

Executed and delivered in presence of

No. 1634

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Ten* dollars paid to them by *William Lane* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lane* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 53* and numbered *No. 1634* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Lane* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lane* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lane* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lane* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *April* in the year of our Lord one thousand eight hundred and *seventy*.



William A. Burke President.
John U. McAlvin Clerk.

To a Rev. Stamp.

Executed and delivered in presence of

Geo. Gardner

Recorded April 9, 1870. John U. McAlvin
Berk

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Eighty-five* dollars paid to them by *Emily K. Merritt* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Merritt* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and *numbered* rear of *Lot 1580* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *150* superficial square feet.

To have and to hold the afore-granted premises unto the said *Merritt her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Merritt her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Merritt* for the purposes above expressed; and that they will warrant and defend the same unto the said *Merritt her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *fourteenth* day of *April* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John U. McAlvin Clerk.
50 St. Rev. Stamp.

Executed and delivered in presence of *Geo. Gardner.*

Recorded June 15, 1870. John U. McAlvin.
clerk.

No. 926.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Two Hundred* dollars paid to them by *Jas. & F. Ayer* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *J.C. & F. Ayer* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *926* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *1020* superficial square feet.

To have and to hold the afore-granted premises unto the said *J.C. & F. Ayer*, heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *J.C. & F. Ayer* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *J.C. & F. Ayer* for the purposes above expressed; and that they will warrant and defend the same unto the said *J.C. & F. Ayer* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Ninth* day of *November* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev Stamp.

Executed and delivered in presence of *Franklin Davis*

Recorded Nov. 9, 1870. *John H. McAlvin*
Clerk

No. 576

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY in consideration of *One Hundred Fifty* dollars paid to them by *John Willoughby* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Willoughby* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *576* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Willoughby* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Willoughby* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Willoughby* for the purposes above expressed; and that they will warrant and defend the same unto the said *Willoughby* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *16th* day of *November* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John E. McAlvin Clerk.

50 ct Rev. Stamp.

Executed and delivered in presence of *Franklin Davis*

Recorded Nov. 16, 1870. John E. McAlvin, Clerk.

No. 572

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Seventy* dollars paid to them by *Willard W. Chipman* of *Boston* ^{(the receipt of which is hereby acknowledged,} do give, grant, bargain, sell and convey, to the said *Chipman* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 572* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~ 800 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Chipman* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Chipman* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Chipman* for the purposes above expressed; and that they will warrant and defend the same unto the said *Chipman* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifth* day of *May* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John E. McAlvin Clerk.

50 St. Rev. Stamp

Executed and delivered in presence of *Samuel A. McPhetres,*

Recorded May 5. 1870. John E. McAlvin.
clerk

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Eighty* dollars paid to them by *Lewis L. Perrin* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Perrin* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 578* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Perrin his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Perrin his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Perrin* for the purposes above expressed; and that they will warrant and defend the same unto the said *Perrin his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *May* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John U. McAlown Clerk.

50 St. Rev. Stamp.

Executed and delivered in presence of *Geo. Gardner.*

Recorded May 6, 1870. J. U. McAlown, Clerk.

No. 1477

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *Charles F. King* of the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *King* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 42.* and numbered *No. 1477* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~300~* superficial square feet.

To have and to hold the afore-granted premises unto the said *King* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *King his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *King* for the purposes above expressed; and that they will warrant and defend the same unto the said *King his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Tenth* day of *May* in the year of our Lord one thousand eight hundred and *Seventy.*



William A. Burke President.

John U. McAlvin, Clerk.
50 St. Rev. Street.

Executed and delivered in presence of *Wm P. En.*

Recorded May 10. 1870. John U. McAlvin
clerk.

MEMORANDUM

TO : THE SECRETARY OF THE ARMY
FROM : THE CHIEF OF STAFF
SUBJECT: [Illegible]

1. [Illegible]
2. [Illegible]
3. [Illegible]

4. [Illegible]
5. [Illegible]
6. [Illegible]

7. [Illegible]
8. [Illegible]
9. [Illegible]

10. [Illegible]
11. [Illegible]
12. [Illegible]

13. [Illegible]
14. [Illegible]
15. [Illegible]



No. 929

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *E. W. Lovejoy* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lovejoy* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue* and numbered *No. 929* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lovejoy* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Lovejoy* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lovejoy* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *16th* day of *Feb'y* in the year of our Lord one thousand eight hundred and *Seventy-one*.



William A. Burke President.
John H. McAlvin Clerk.
50 d New Hamp.

Executed and delivered in presence of *Geo. Gardner*

Recorded Feb'y 16. 1871. John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *J. L. P. Lamson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lamson* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and ~~near~~ *adj. Lots 157 & 80* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Lamson his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lamson his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lamson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lamson* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *16th* day of *May* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John H. McAlvin Clerk.

50 d. Rev. Stamp.

Executed and delivered in presence of *Samuel A. McPhetres*

Recorded *May 16, 1870.* *John H. McAlvin*
Clerk.

Grace.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Sixteen* ^{32/100} dollars paid to them by *Ansel P. Lesure* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Lesure* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 32* and *marked* *adj. Lot 972.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~ 136 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said *Lesure* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Lesure* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Lesure* for the purposes above expressed; and that they will warrant and defend the same unto the said *Lesure* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *17th* day of *May* in the year of our Lord one thousand eight hundred and *Seventy.*



William A. Burke President.

John U. McAlvin Clerk.
50 ct. Rev. Stamp.

Executed and delivered in presence of *Samuel A. McPhetres.*

Recorded May 17, 1870. John U. McAlvin.
Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *Twelve 96/100* dollars paid to them by *John F. Packard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Packard* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 25* and *numbered* *near* of *P. M. Harris Lot* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~ 108* superficial square feet.

To have and to hold the afore-granted premises unto the said *Packard* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee *his* heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Packard* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Packard* for the purposes above expressed; and that they will warrant and defend the same unto the said *Packard* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *26th* day of *May* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John H. McAlvin Clerk.
50 St. Rev. Stamp

Executed and delivered in presence of *Geo. Gardner*

Recorded May 26, 1870. John H. McAlvin
clerk.

No. 1584

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *Mary J. Caswell* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Caswell* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and numbered *1584* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Caswell* her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Caswell* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Caswell* for the purposes above expressed; and that they will warrant and defend the same unto the said *Caswell* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *6th* day of *June* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John C. McAlvin Clerk.
50 St. Rev. Stumps

Executed and delivered in presence of

Samuel A. McPhetres

Recorded *June 17, 1870.* *John C. McAlvin*
Clerk

35
135.

No. 575

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Seventy* dollars paid to them by *Joseph A. Patten* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Patten* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 575* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Patten* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

- First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.
- Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.
- Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.
- Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.
- Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.
- Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.
- Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.
- Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.
- Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.
- Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Patten* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Patten* for the purposes above expressed; and that they will warrant and defend the same unto the said *Patten* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *7th* day of *Sept.* in the year of our Lord one thousand eight hundred and *Seventy*.



Wm A. Burke President.
John H. McAlvay Clerk.
50 ct Rev Stamp.

Executed and delivered in presence of *Saml A. McPhetres*.

Recorded Sept. 7. 1870. John H. McAlvay Clerk.

No. 573

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Seventy* dollars paid to them by *Zahmuna Washburn* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Washburn* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 573* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *3000* superficial square feet.

To have and to hold the afore-granted premises unto the said *Washburn his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Washburn his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Washburn* for the purposes above expressed; and that they will warrant and defend the same unto the said *Washburn his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Second* day of *July* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *Samuel A. McPhetres*.

Recorded July 2, 1870. John H. McAlvin,
Clerk.

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No. 579

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One hundred and Seventy* dollars paid to them by *Joseph V. Thompson and George A. Rowe* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Thompson and his heirs* and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 579* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *— 300 —* superficial square feet.

To have and to hold the afore-granted premises unto the said *Thompson and Rowe* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Thompson and Rowe* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Thompson and Rowe* for the purposes above expressed; and that they will warrant and defend the same unto the said *Thompson and Rowe* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fourteenth* day of *July* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John E. McAlvin Clerk.

50 c. Per Stamp.

Executed and delivered in presence of *George Gardner*

Recorded July 14, 1870. John E. McAlvin
Clerk.

THE [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]



No. 1583

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Fifty* dollars paid to them by *Ella L. Hurlbutt* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Hurlbutt* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and numbered *#1583* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Hurlbutt her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Hurlbutt her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Hurlbutt* for the purposes above expressed; and that they will warrant and defend the same unto the said *Hurlbutt her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *13th* day of *Feb'y* in the year of our Lord one thousand eight hundred and *Twenty-one*.



William A. Burke President.
John D. McAlwin Clerk.
50 c. Rev. Stamp.

Executed and delivered in presence of *Geo. Gardner*

Read & Feb'y 13. 1871. John D. McAlwin, Clerk

MEMORANDUM

TO THE HONORABLE SECRETARY OF THE INTERIOR

FROM THE COMMISSIONER OF THE GENERAL LAND OFFICE

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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Space adj. 1583.
No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Seventy* dollars paid to them by *Wm L. Moore* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Moore* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 50* and *numbered* *adj. 1583* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *3.10* superficial square feet.

To have and to hold the afore-granted premises unto the said *Moore* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Moore* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Moore* for the purposes above expressed; and that they will warrant and defend the same unto the said *Moore* heirs and assigns forever.

IN TESTIMONY. WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *29th* day of *Aug.* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.
John D. McAlvin Clerk.
50 d New Street.

Executed and delivered in presence of *S. A. W. Phelps*

Recorded Aug 29, 1870. J. A. McAlvin.
clerk.

No. 2 B Space

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Seventy* dollars paid to them by *James M. Whitcomb* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Whitcomb* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *# 2 B* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Whitcomb* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Whitcomb* for the purposes above expressed; and that they will warrant and defend the same unto the said *Whitcomb* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *13th* day of *Feby* in the year of our Lord one thousand eight hundred and *Seventy-one*.



William A. Burke President.

John E. McAlone Clerk.
50 c. Rev. Stamp.

Executed and delivered in presence of *J. A. McPhibes*

Recd. Feby 13, 1871. John E. McAlone
Clerk.

THE [illegible]

[The following text is extremely faint and largely illegible due to fading and bleed-through from the reverse side of the page. It appears to be a formal document or letter, possibly containing a title, address, and several paragraphs of text.]



No. 1585.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Sixty* dollars paid to them by *Mr Pullen* of *Boston* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Pullen* and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path 50* and numbered *1585* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing *3 a 9* superficial square feet.

To have and to hold the afore-granted premises unto the said *Pullen* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Pullen* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Pullen* for the purposes above expressed; and that they will warrant and defend the same unto the said *Pullen* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *5th* day of *Oct.* in the year of our Lord one thousand eight hundred and *Seventy.*



Wm A. Burke President.

John H. McAlvin Clerk.

50 St. Rev. Stump.

Executed and delivered in presence of *Franklin Davis*

Recorded Oct 5. 1870. John H. McAlvin
Clerk

No. 1 B

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Seventy* dollars paid to them by *William Brown* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Brown* and *his* heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 1 B* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Brown his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Brown his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Brown* for the purposes above expressed; and that they will warrant and defend the same unto the said *Brown his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Sixth* day of *October* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of *Samuel A. McPhetres,*

Recorded Oct. 6. 1870. *John H. McAlvin*
Burke.

J. Baruff

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to 1-55.

Dec 1871. Book for Secd.

Know all Men by these Presents, That the Proprietors

of the LOWELL CEMETERY, in consideration of _____ dollars
paid to them by _____ of _____ the receipt
of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said
and _____ heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex,
situated on the way called _____ and numbered _____
on the plan of said Cemetery, drawn by Butterfield & Clark,
which plan is in the possession of said Corporation, for inspection by the said grantee _____ heirs
and assigns at all seasonable times. The said lot of land containing _____
superficial square feet.

To have and to hold the afore-granted premises unto the said
heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges
following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thick-
ness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the
lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate
trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which
shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be
found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the
Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee
heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert
to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become
detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time
being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus
detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be
determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them,
shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem
advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all
other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23,
1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said
_____ heirs and assigns that they are lawfully seized of the afore-
granted premises, and of the ways leading to the same from the highway in fee simple; that they
are free from all incumbrances; that the said Corporation have a right to sell and convey the said
premises to the said _____ for the purposes above expressed; and
that they will warrant and defend the same unto the said
heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused
this instrument to be signed by their President and Clerk, and their Common Seal to be hereto
affixed, the _____ day of _____ in the year of our Lord one
thousand eight hundred and _____



President.

Clerk.

Executed and delivered in presence of

1870

1. The first part of the report is devoted to a general description of the country, its position, its extent, its population, its climate, its soil, its vegetation, its animals, and its minerals.

2. The second part is devoted to a description of the principal towns, and the principal occupations of the people.

3. The third part is devoted to a description of the principal rivers, and the principal lakes.

4. The fourth part is devoted to a description of the principal mountains, and the principal hills.

5. The fifth part is devoted to a description of the principal forests, and the principal woods.

6. The sixth part is devoted to a description of the principal fisheries, and the principal hunting grounds.

7. The seventh part is devoted to a description of the principal manufactures, and the principal trades.

8. The eighth part is devoted to a description of the principal public buildings, and the principal monuments.

9. The ninth part is devoted to a description of the principal public works, and the principal improvements.

10. The tenth part is devoted to a description of the principal public institutions, and the principal societies.

11. The eleventh part is devoted to a description of the principal public offices, and the principal departments.

12. The twelfth part is devoted to a description of the principal public services, and the principal departments.

13. The thirteenth part is devoted to a description of the principal public works, and the principal improvements.

14. The fourteenth part is devoted to a description of the principal public institutions, and the principal societies.

15. The fifteenth part is devoted to a description of the principal public offices, and the principal departments.

16. The sixteenth part is devoted to a description of the principal public services, and the principal departments.

17. The seventeenth part is devoted to a description of the principal public works, and the principal improvements.

18. The eighteenth part is devoted to a description of the principal public institutions, and the principal societies.

19. The nineteenth part is devoted to a description of the principal public offices, and the principal departments.

20. The twentieth part is devoted to a description of the principal public services, and the principal departments.



Space adj. Lot ~~No. 1127~~

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Sixty* dollars paid to them by *Mrs. P. W. Emerson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Emerson* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and ~~Adams~~ *adj. Lot 1127* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *— 300 —* superficial square feet.

To have and to hold the afore-granted premises unto the said *Emerson her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Emerson her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Emerson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Emerson her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Twenty-ninth* day of *October* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John D. McAlvin Clerk.
50 St. Rev. Hamp.

Executed and delivered in presence of *Samuel A. McPherson*

Recorded Oct. 29. 1870. John D. McAlvin,
clerk.



[The following text is extremely faint and illegible due to the quality of the scan. It appears to be a formal document or letter with multiple paragraphs.]



No. 3 B

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Seventy* dollars paid to them by *Thomas A. Beard* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Beard* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Washington Avenue* and numbered *No. 3 B* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *— 300 —* superficial square feet.

To have and to hold the afore-granted premises unto the said *Beard his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Beard his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Beard* for the purposes above expressed; and that they will warrant and defend the same unto the said *Beard his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fourth* day of *November* in the year of our Lord one thousand eight hundred and *Seventy*.



William A. Burke President.

John E. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of *Samuel A. McPhetres*

Recorded Nov. 4, 1870. John E. McAlvin
clerk.

Received of the Hon. the Secy. of the Navy
the sum of \$1000.00 for the purchase of
the ship "Albatross" for the service of the
Navy.

This receipt is given in full for the
sum of \$1000.00 and no other receipt
is required.

Witness my hand and seal this 1st day of
January 1848.



Very respectfully,
Your obedient servant,
J. M. Smith

Space adj Lot of G. W. Pearson. 1382.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Twenty five* dollars paid to them by *George W. Pearson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Pearson* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Oberlin Avenue, at the* and numbered *Corner of Howard Ave.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing *— 300 —* superficial square feet.

To have and to hold the afore-granted premises unto the said *Pearson* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Pearson* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Pearson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Pearson* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *13th* day of *Feb'y* in the year of our Lord one thousand eight hundred and *Seventy-one*.



William A. Burke President.

John D. McAloni, Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of *J. A. McPhetres*.

Recorded Feb'y 13, 1871. John D. McAloni
Clerk.

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

REPORT OF THE PHYSICS DEPARTMENT

FOR THE YEAR 1900-1901

CHICAGO, ILL., 1901

BY THE PHYSICS DEPARTMENT

CHICAGO, ILL., 1901

CHICAGO, ILL., 1901

CHICAGO, ILL., 1901



Space adj. *No. 1381.*

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Seventy five* dollars paid to them by *Peder Anderson* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Anderson* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Path No. 58.* and ~~numbered~~ *adj. 1381.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Anderson his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Anderson his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Anderson* for the purposes above expressed; and that they will warrant and defend the same unto the said *Anderson his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *21st* day of *Feby* in the year of our Lord one thousand eight hundred and *Seventy-one.*



William A. Burke. President.

John D. McAlvin Clerk.

50 cts. Rev. Stamp.

Executed and delivered in presence of *Samuel A. McPhetres.*

Recorded Feby 21. 1871. John D. McAlvin.
Clerk L. C.

No. 574

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of ~~paid to them~~ *Exchange* ~~dollars~~ *the receipt* by *Mary E. Way, Widow* of *Lowell* of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Way* and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Franklin Avenue* and numbered *No. 574* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *her* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Way her* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Way her* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Way her* for the purposes above expressed; and that they will warrant and defend the same unto the said *Way her* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Fifth* day of *January* in the year of our Lord one thousand eight hundred and *Seventy-one*.



William A. Burke President.
John H. McAlvin Clerk.
50 d. Nev. Stamp.

Executed and delivered in presence of *Samuel A. McPheters.*

Recorded Jan. 5. 1871. John H. McAlvin, Clerk.

THE [illegible]

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No. 8. A.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Seventy-five* dollars paid to them by *Wm F. Brigham* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Brigham* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Lincoln Avenue* and numbered *No. 8. A.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Brigham* *his* heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First— That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second— The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third— That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth— That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth— That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth— That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right; to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh— That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth— That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth— That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth— The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Brigham* *his* heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Brigham* for the purposes above expressed; and that they will warrant and defend the same unto the said *Brigham* *his* heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *Tenth* day of *January* in the year of our Lord one thousand eight hundred and *Seventy-one*.



William A. Burke President.

John U. McAlvin, Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of *Bradford Marvel*.

Recorded Jan. 10, 1871. *John U. McAlvin*, Clerk.

No. A. 13

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Eighty* dollars paid to them by *Samuel T. Brown* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Brown* his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Lincoln Avenue* and numbered *A. 13.* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee *his* heirs and assigns at all seasonable times. The said lot of land containing *~ 300 ~* superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Brown* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said *Brown* for the purposes above expressed; and that they will warrant and defend the same unto the said *Brown* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *18th* day of *January* in the year of our Lord one thousand eight hundred and *Seventy-one*



William A. Burke President.

John H. McAlvin Clerk.
50. ct. Rev. Stamb.

Executed and delivered in presence of *Geo. Gardner*

Recorded January 18. 1871. John H. McAlvin.
clerk.

No. A. 14

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of *One Hundred Eighty* dollars paid to them by *James Duckworth* of *Lowell* the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said *Duckworth* and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called *Lincoln Avenue* and numbered *A. 14* on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all reasonable times. The said lot of land containing *300* superficial square feet.

To have and to hold the afore-granted premises unto the said *Duckworth* his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said *Duckworth* his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said *Duckworth* for the purposes above expressed; and that they will warrant and defend the same unto the said *Duckworth* his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the *eleventh* day of *February* in the year of our Lord one thousand eight hundred and *seventy-one*.



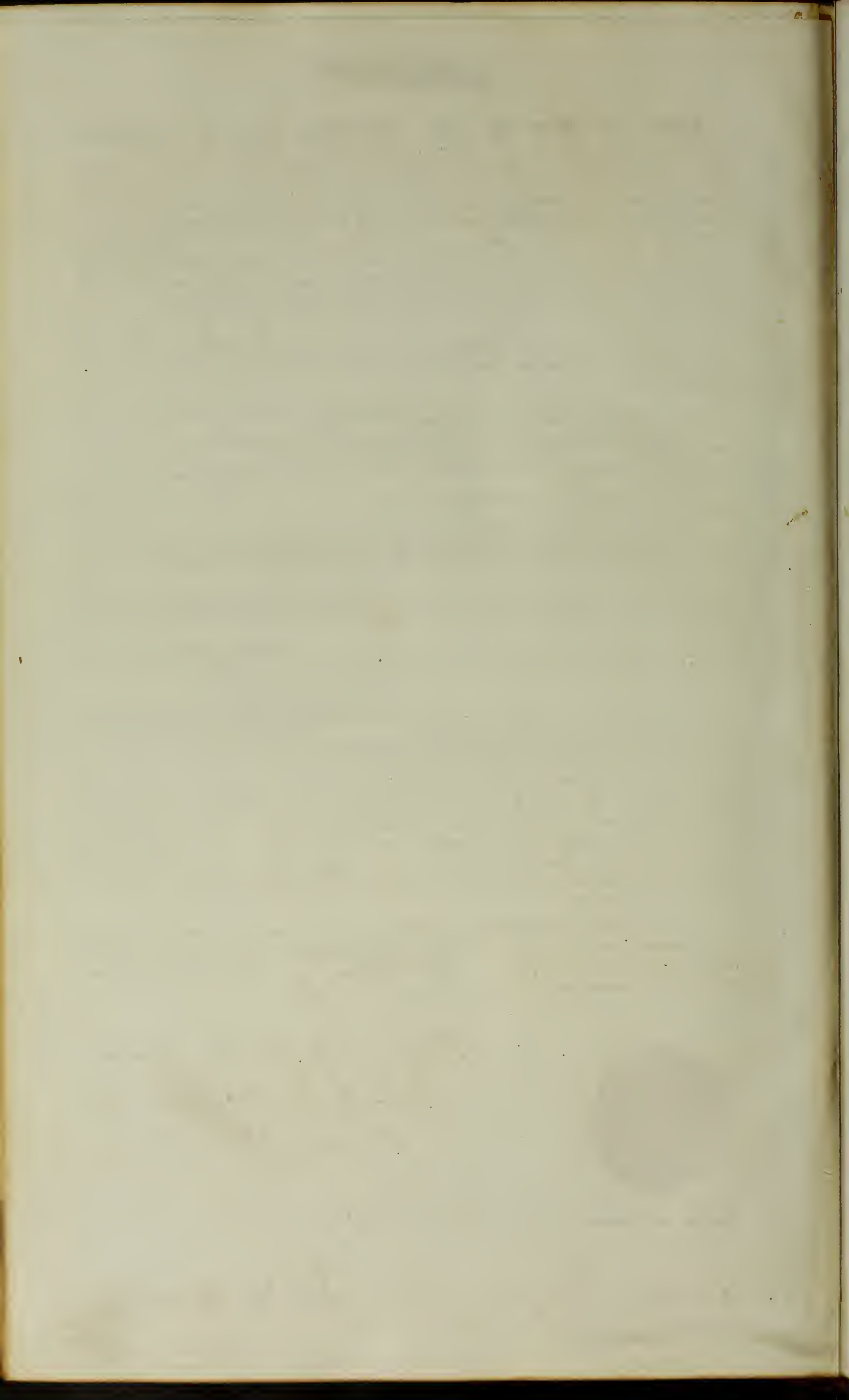
William A. Burke President.

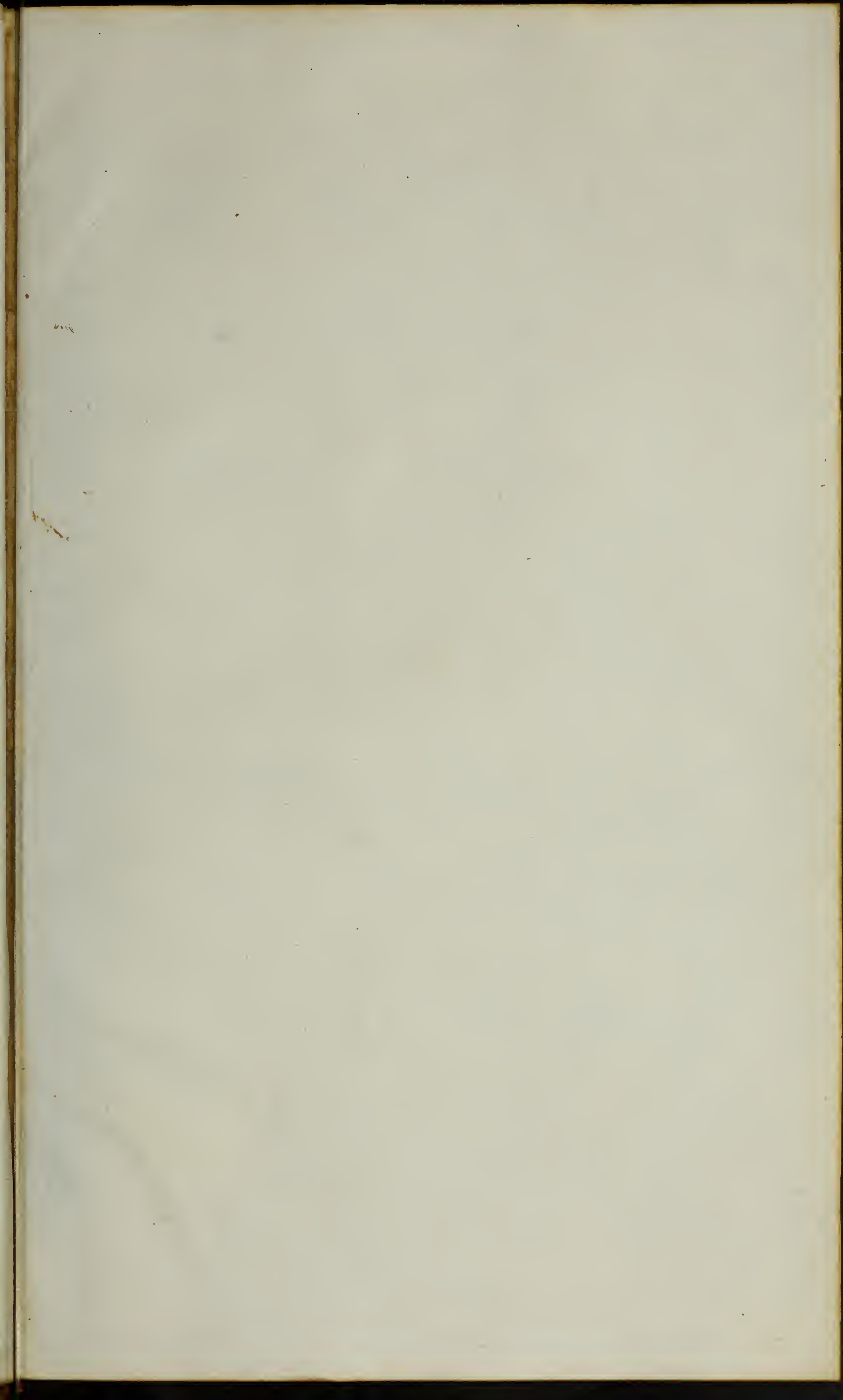
John H. McAlvin, Clerk.

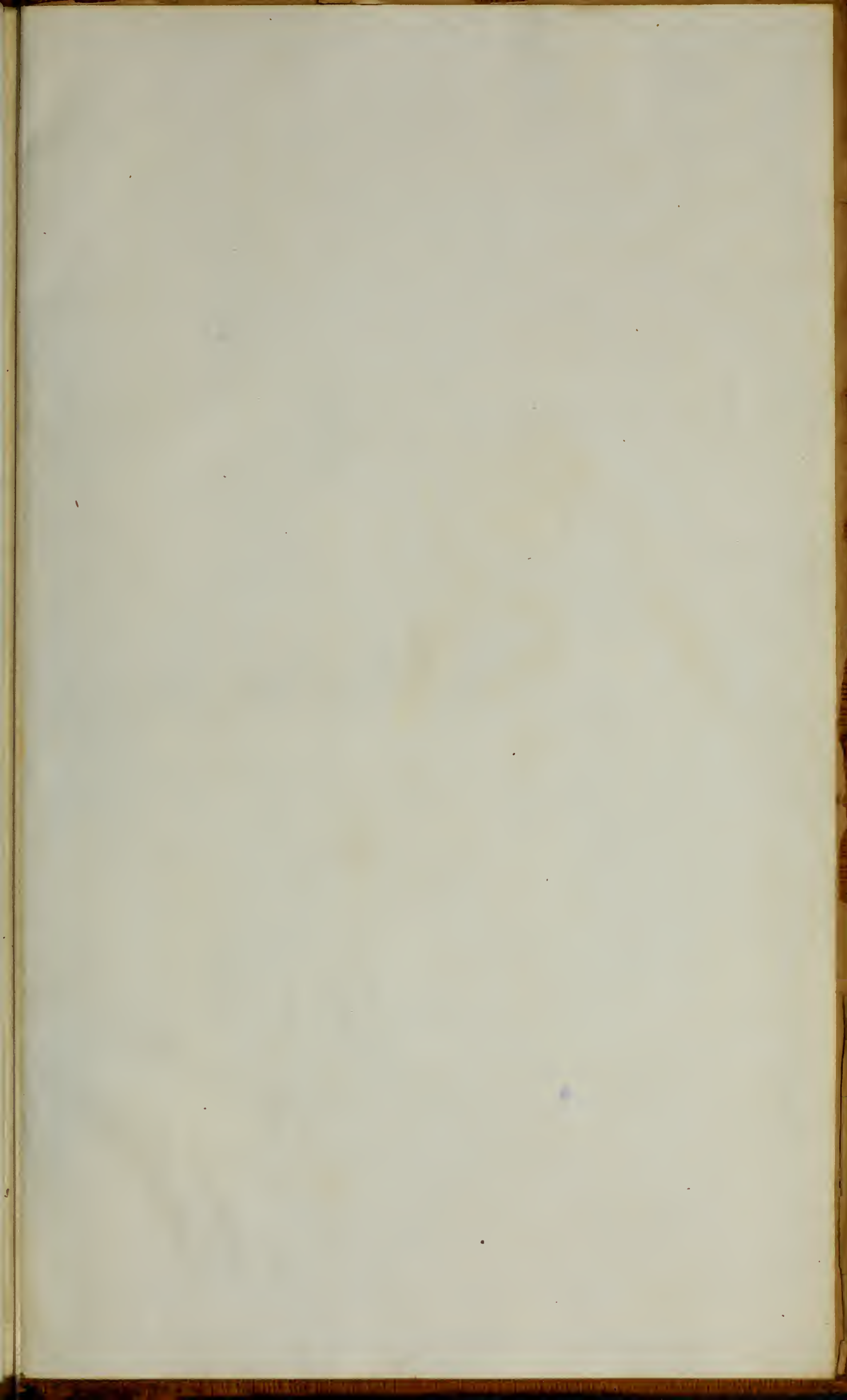
50 d. Rev. Stamp

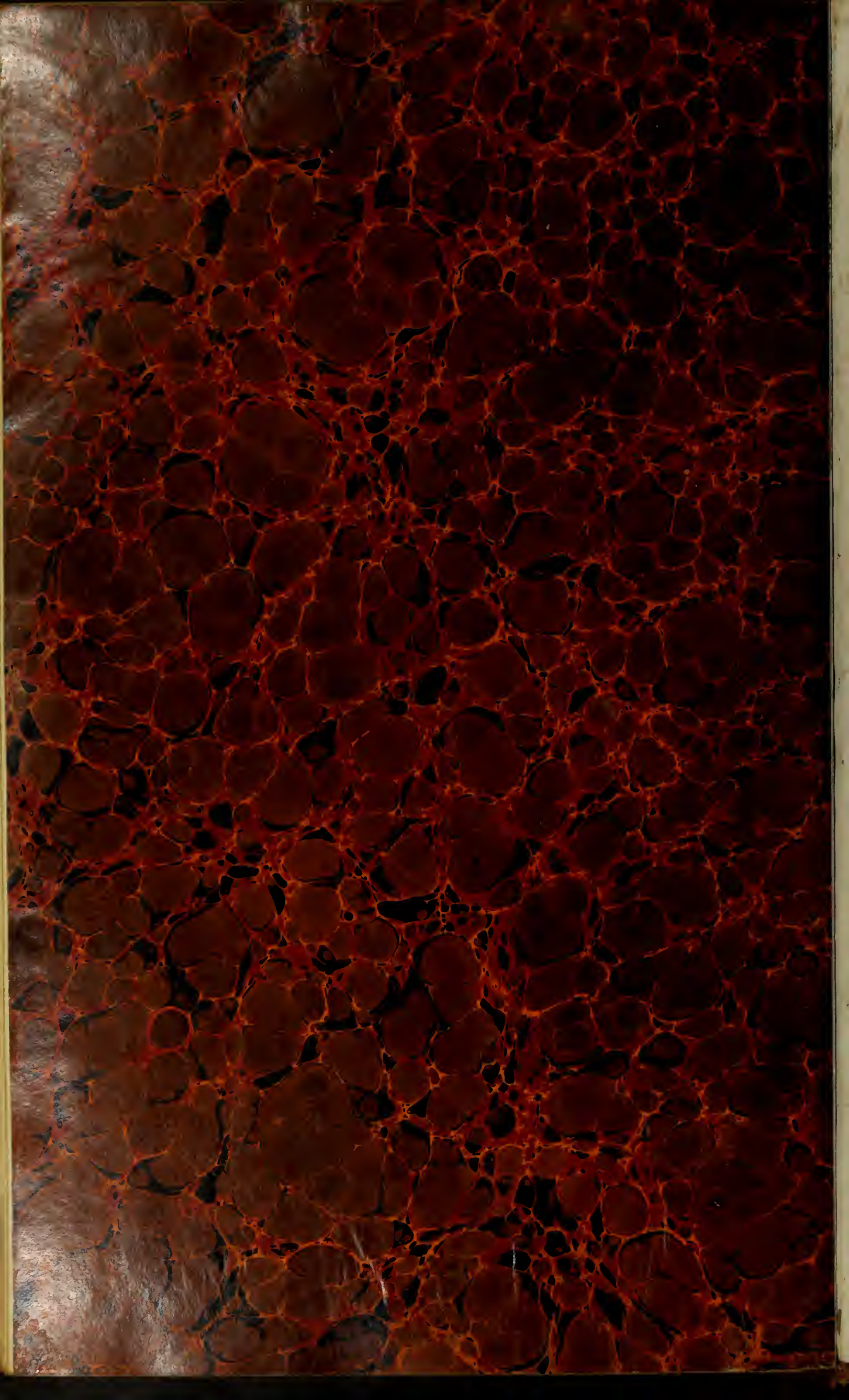
Executed and delivered in presence of *Geo. Gardner*.

Recorded Feby 11, 1871. John H. McAlvin
Clerk, L.C.









	Jewett	1
	Conant	2
Taken	Favor	3
Taken	Richards	4
Taken	Hooper	5
Taken	Hooper	6
Taken	Davis	7. 8. 9
Taken	Sweatt	
Taken	Runnels	
	Blough	
Taken	Gerrish	10
Taken	J. G. Brown	11
	O. Ellis	12
	A. L. Waite	13
	Cawley	14

